

<i>SERFF Tracking Number:</i>	<i>GARD-126519586</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Berkshire Life Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>45028</i>
<i>Company Tracking Number:</i>	<i>1500 (06/10)</i>		
<i>TOI:</i>	<i>H111 Individual Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H111.003 Long Term - Unrelated to marketing with employer or association groups</i>
<i>Product Name:</i>	<i>1500 (06/10)</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Berkshire Life Insurance Company of America

Product Name: 1500 (06/10)

SERFF Tr Num: GARD-126519586 State: Arkansas

TOI: H111 Individual Health - Disability Income

SERFF Status: Closed-Approved-
Closed

Sub-TOI: H111.003 Long Term - Unrelated to
marketing with employer or association groups

Co Tr Num: 1500 (06/10)

State Status: Approved-Closed

Filing Type: Form

Author: Cindy Ego

Reviewer(s): Rosalind Minor

Date Submitted: 02/26/2010

Disposition Date: 03/02/2010

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 03/02/2010

Explanation for Other Group Market Type:

State Status Changed: 03/02/2010

Deemer Date:

Created By: Cindy Ego

Submitted By: Cindy Ego

Corresponding Filing Tracking Number:

Filing Description:

Berkshire Life Insurance Company of America is submitting the forms listed below for your review and approval. These are new forms that will replace 1500 (03/07) and related riders listed below which were approved in your state on 06/27/2007. The new forms contain minor language changes. We are including red-lined versions of the previously approved forms for your convenience as the changes are relatively minimal and were approved so recently in your state. There has been no change to the previously approved unisex premium rates. Policy Endorsement PREX (06/10) is a new form and does not replace any form previously filed.

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These forms are filed concurrently in our state of domicile, Massachusetts. Additionally we are concurrently filing Policy Forms 1400 (06/10) and 1600 (06/10). Policy Form 1400 (06/10) has sex-distinct rates, contains an additional policy exclusion. Policy 1600 (06/10) has unisex rates, contains the exact same language as 1500 (06/10) and will be used primarily for employer sponsored programs where the employee is paying the premiums. If the forms submitted in your state contain a state suffix, all references in this letter to such form number without a state suffix apply to the suffixed version submitted.

POLICY TITLE REPLACES

1500 (06/10) Disability Income Policy with Sex Distinct Rates 1500 (03/07)

RELATED RIDERS

1501 (06/10) Social Insurance Substitute Rider 1501 (03/07)
 1502 (06/10) Residual Disability Benefit Rider 1502 (03/07)
 1504 (06/10) 3% Compound Cost of Living Adjustment Rider 1504 (03/07)
 1505 (06/10) Future Increase Option Rider 1505 (03/07)
 1506 (06/10) Automatic Benefit Enhancement Rider 1506 (03/07)
 1507 (06/10) Partial Disability Benefit Rider 1507 (03/07)
 1509 (06/10) Unemployment Waiver of Premium Rider 1509 (03/07)
 1510 (06/10) Catastrophic Disability Benefit Rider 1510 (03/07)
 1512 (06/10) 6% Maximum Cost of Living Adjustment Rider 1512 (03/07)
 1513 (06/10) Four-Year Delayed Cost of Living Adjustment Rider 1513 (03/07)
 1514 (06/10) Graded Lifetime Indemnity for Total Disability Rider 1514 (03/07)
 1515 (06/10) Retirement Protection Plus (RPP) Disability Benefit Rider 1515 (03/07)
 1502-A (06/10) Residual Disability Benefit Rider – Add-on 1502-A (03/07)
 1504-A (06/10) 3% Compound Cost of Living Adjustment Rider – Add-on 1504-A (03/07)
 1510-A (06/10) Catastrophic Disability Benefit Rider – Add-on 1510-A (03/07)
 1511-A (06/10) Additional Monthly Benefit Rider 1511-A (03/07)
 1511-A-FIO (06/10) Additional Monthly Benefit Rider 1511-A-FIO (03/07)
 1512-A (06/10) 6% Maximum Cost of Living Adjustment Rider – Add-on 1512-A (03/07)
 1513-A (06/10) Four-Year Delayed Cost of Living Adjustment Rider–Add-on 1513-A (03/07)

ENDORSEMENTS

1521-E (06/10) Endorsement Amending “Incontestable” Provision 1521-E (03/07)
 1522-E (06/10) Endorsement Amending “Incontestable” Provision 1522-E (03/07)
 1520-E (06/10) Managerial Duties Endorsement 1520-E (03/07)
 1525-E (06/10) Policy Endorsement 1525-E (03/07)
 PREX (06/10) Policy Endorsement N/A

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Policy

Policy Form 1500 (06/10) has unisex rates and is non-cancellable and guaranteed renewable until the policy's expiration date. The contract is conditionally renewable after the expiration date as long as certain conditions specified in the policy have been met. The issue age range is 18 to 75 (on an age last birthday basis.)

This policy is available to the following occupation classes: 6, 5, 4, 3, 2, 1 and 6M, 5M, 4M, 3M, 2M, 1M

The policy provides benefits for total disability based on occupation class and protection need. In order to address these different situations we have submitted three variations of page 6 of the policy for approval. Page 6 with form number 1500 (06/10) offers a true own occupation definition of total disability with no specialty language. This form is available to classes 6 through 1, 2M and 1M. Page 6 with form number 1500 M (06/10) contains a true own occupation definition of total disability with specialty language and is intended for risks falling into classes 6M through 3M. Page 6 with form number 1500 R (06/10) includes a modified own occupation definition of total disability with no specialty language and is intended for protection for risks falling into occupation classes 6 through 1 and 6M through 1M.

Riders

Social Insurance Substitute Rider – 1501 (06/10) The Social Insurance Substitute Rider provides an indemnity for each month of total disability and supplements coverage under the base policy. This rider provides a dollar-for-dollar offset to any social insurance benefits that are payable to the insured.

Residual Disability Benefit Rider – 1502 (06/10), 1502-A (06/10) The Residual Disability Benefit Rider provides a benefit when the insured is gainfully employed in their occupation and is not totally disabled under the terms of the policy but, solely because of sickness or injury, the insured's loss of income is at least 15% of the insured's prior income. The rider provides an enhanced benefit for the first 12 months of residual disability equal to the loss of income of the insured, not to exceed the monthly indemnity of the policy.

3% Compound Cost of Living Adjustment Rider – 1504 (06/10), 1504-A (06/10) The 3% Compound Cost of Living Adjustment Rider provides on the anniversary of a claim, while benefits are payable, a 3% adjustment in monthly indemnity that will be applicable to benefits paid for the next 12 months. There is no cap to the amount of the adjustments that may be made over the life of the claim. Upon recovery, the insured receives the incremental monthly indemnity generated by this rider at no additional cost provided that he or she has not attained age 60.

Future Increase Option Rider – 1505 (06/10) The Future Increase Option Rider provides an opportunity for the insured to purchase additional coverage without having to provide evidence of good health or insurable occupation. A special

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option date may be used by the insured if he or she loses their group LTD coverage and it is not subsequently replaced.

Automatic Benefit Enhancement Rider – 1506 (06/10) The Automatic Benefit Enhancement Rider is a no-cost rider that will provide up to five annual automatic increases in the future, with each increase representing 4% of the then current monthly indemnity of the base policy. No proof of insurability is required. Exercised increases are at attained age rates.

Partial Disability Benefit Rider – 1507 (06/10) – The Partial Disability Benefit Rider provides one-half of the monthly indemnity not to exceed the insured's loss of income for up to six months for a partial disability caused by injury or sickness that follows a period of total disability.

Unemployment Waiver of Premium Rider – 1509 (06/10) The Unemployment Waiver of Premium Rider provides the following benefit: If you become unemployed and receive unemployment compensation for at least 60 consecutive days we will refund that portion of any premium paid which applies to the unemployment period and will then waive any later premiums that are due during the unemployment period.

Catastrophic Disability Benefit Rider – 1510 (06/10), 1510-A (06/10) The Catastrophic Disability Benefit Rider provides a catastrophic disability indemnity if the insured is catastrophically disabled as defined in the rider. This is not a reimbursement benefit. Catastrophic disability benefits are payable above and beyond coverage for total or residual disability.

Additional Monthly Benefit Rider - 1511-A (06/10) The Additional Monthly Benefit Rider allows for additional monthly indemnity to be added to the policy without the issuance of a separate disability income policy. Additional coverage is fully underwritten. This is available only as an add-on (after issue) rider.

Additional Monthly Benefit Rider - 1511-A-FIO (06/10) The Additional Monthly Benefit Rider allows for additional monthly indemnity to be added to the policy without the issuance of a separate disability income policy. This rider is used for successful exercises of the FIO Rider for this policy series and the prior approved policy form 1500 policy series. This is available only as an add-on (after issue) rider.

6% Maximum Cost of Living Adjustment Rider – 1512 (06/10), 1512-A (06/10) The 6% Maximum Cost of Living Adjustment Rider provides on the anniversary of a claim, while benefits are payable, an adjustment in monthly indemnity that will be applicable to benefits paid for the next 12 months. Adjustments are triggered to the change in the CPI-U, but will never be less than what a 3% compound rate would provide or more than what a 6% compound rate would provide. Upon recovery, the insured receives the incremental monthly indemnity generated by this rider at no additional cost provided that he or she has not attained age 60.

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Four-Year Delayed Cost of Living Adjustment Rider – 1513 (06/10), 1513-A (06/10) The Four-Year Delayed Cost of Living Adjustment Rider provides, starting on the fourth anniversary of a claim while benefits are payable, a 3% adjustment in monthly indemnity that will be applicable to benefits paid for the next 12 months. There is no cap to the amount of the adjustments that may be made over the life of the claim. Upon recovery, the insured receives the incremental monthly indemnity generated by this rider at no additional cost provided that he or she has not attained age 60.

Graded Lifetime Indemnity for Total Disability Rider – 1514 (06/10) The Graded Lifetime Indemnity for Total Disability Rider provides lifetime benefits if the insured becomes totally disabled before age 65 and remains continuously totally disabled until the end of the benefit period. The lifetime indemnity is a function of when the continuous total disability begins. For each year after age 45 the percentage reduces by 5%. The percentage is applied to the monthly indemnity payable to the insured on the last month of the benefit period to determine the lifetime indemnity that is payable monthly after the end of the benefit period.

Retirement Protection Plus (RPP) Disability Benefit Rider – 1515 (06/10) – The Retirement Protection Plus Disability Benefit Rider provides a RPP monthly indemnity benefit payable to an irrevocable trust in the event an insured is totally disabled and is not gainfully employed. When the insured reaches age 65, the trust assets are distributed to the insured.

Endorsements

Endorsement Amending “Incontestable” Provision- 1521-E (06/10) – This endorsement is included to address incontestable period provisions if a separate policy is issued for future increase options elected.

Endorsement Amending “Incontestable” Provision- 1522-E – (06/10) This endorsement is included to address incontestable period provisions if a separate policy is issued for future purchase options elected.

Managerial Duties Endorsement – 1520-E (06/10) – The Managerial Duties Endorsement excludes disabilities that only limit an insured’s ability to perform manual duties. If the insured is able to perform their managerial duties, they will not be regarded as disabled.

Policy Endorsement -1525-E (06/10) – This endorsement deletes the Presumptive Total Disability Benefit from policies that are underwritten on a Guaranteed Issue basis.

Policy Endorsement – PREX (06/10) – The Policy Endorsement amends the preexisting condition limitation and waiver of premium benefit. This endorsement will be used with policies where no medical information is requested nor is any

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medical underwriting conducted. The preexisting condition limitation in the policy is otherwise inapplicable to non-medically underwritten situations.

Applications

Application DI-2009 which was approved in your state on 09/17/2009 will be used to apply for this policy. The following supplements to the application may be used as well:

DI-NM-2009 - Application for Insurance (Part 2 Non-Medical), approved 09/17/2009.

DI-AC-2007 -Agent's Certification and DI-CR-2007 - Conditional Receipt for Disability Insurance, approved 08/29/2007.

C-MED-2003 – Representations to the Medical Examiner-Part 2, C-AP-SUPP-2003 - Supplement to Application for Insurance, C-ADU-SUPP-2003 – Alcohol and Drug Usage Supplement, C-AVIA-SUPP-2003 – Aviation Supplement, C-AVOC-SUPP-2003 – Avocations Supplement, C-UNDINQ-2003 – Underwriting Inquiry, C-NIIP-2003 – Insurance Information Practices and C-AUTH-2003 – Authorization to Obtain and Release Information, approved 05/22/2003.

FIO-2009 - Application for Disability Insurance Option Exercises and REIN-2009 –Application for Disability Insurance Reinstatement and FIO-2009 approved 09/30/2009.

AA955-1-2005, Automatic Increase Rider/Automatic Benefit Enhancer Renewal Questionnaire approved 01/14/2005.

17CC-H (03/06), Application for Change or Reinstatement – Disability Insurance, and
17HR-2 (03/06), Application for Disability Insurance Reinstatement, approved 05/18/2006.

Marketing

These forms will be marketed through our agency distribution system to individuals.

Company and Contact

Filing Contact Information

Cindy Ego, Compliance Specialist
700 South Street 413-395-4319 [Phone]
Pittsfield, MA 01201

Filing Company Information

Berkshire Life Insurance Company of America	CoCode: 71714	State of Domicile: Massachusetts
700 South Street	Group Code:	Company Type:
Pittsfield, MA 01201	Group Name:	State ID Number:

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(413) 499-4321 ext. [Phone]

FEIN Number: 75-1277524

Filing Fees

Fee Required? Yes
Fee Amount: \$225.00
Retaliatory? Yes
Fee Explanation: Forms - \$75
Rates - \$150
=\$225
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Berkshire Life Insurance Company of America	\$225.00	02/26/2010	34487477

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	03/02/2010	03/02/2010

SERFF Tracking Number: *GARD-126519586* *State:* *Arkansas*
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Project Name/Number: */*

Disposition

Disposition Date: 03/02/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Statement of Variability	Approved-Closed	Yes
Supporting Document	Red-Lined Forms	Approved-Closed	Yes
Form	Disability Income Policy	Approved-Closed	Yes
Form	Social Insurance Substitute Rider	Approved-Closed	Yes
Form	Residual Disability Benefit Rider	Approved-Closed	Yes
Form	3% Compound Cost of Living Adjustment Rider	Approved-Closed	Yes
Form	Future Increase Option Rider	Approved-Closed	Yes
Form	Automatic Benefit Enhancement Rider	Approved-Closed	Yes
Form	Partial Disability Benefit Rider	Approved-Closed	Yes
Form	Unemployment Waiver of Premium Rider	Approved-Closed	Yes
Form	Catastrophic Disability Benefit Rider	Approved-Closed	Yes
Form	6% Maximum Cost of Living Adjustment Rider	Approved-Closed	Yes
Form	Four-Year Delayed Cost of Living Adjustment Rider	Approved-Closed	Yes
Form	Graded Lifetime Indemnity for Total Disability Rider	Approved-Closed	Yes
Form	Retirement Protection Plus (RPP) Disability Benefit Rider	Approved-Closed	Yes
Form	Residual Disability Benefit Rider	Approved-Closed	Yes
Form	3% Compound Cost of Living Adjustment Rider	Approved-Closed	Yes
Form	Catastrophic Disability Benefit Rider	Approved-Closed	Yes
Form	Additional Monthly Benefit Rider	Approved-Closed	Yes
Form	Additional Monthly Benefit Rider	Approved-Closed	Yes
Form	6% Maximum Cost of Living Adjustment Rider	Approved-Closed	Yes
Form	Four-Year Delayed Cost of Living Adjustment Rider	Approved-Closed	Yes
Form	Managerial Duties Endorsement	Approved-Closed	Yes

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Form	Endorsement Amending "Incontestable" Provision	Approved-Closed	Yes
Form	Endorsement Amendint "Incontestable" Provision	Approved-Closed	Yes
Form	Policy Endorsement	Approved-Closed	Yes
Form	Policy Endorsement	Approved-Closed	Yes

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Form Schedule

Lead Form Number: 1500 (06/10)

Schedule Item	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Status						
Approved-Closed 03/02/2010	1500 (06/10)	Policy/Cont Disability Income ract/Fratern Policy al Certificate	Initial		51.400	1500 (06-10).pdf
Approved-Closed 03/02/2010	1501 (06/10)	Policy/Cont Social Insurance ract/Fratern Substitute Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.900	1501 (06-10).pdf
Approved-Closed 03/02/2010	1502 (06/10)	Policy/Cont Residual Disability ract/Fratern Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		52.400	1502 (06-10).pdf
Approved-Closed 03/02/2010	1504 (06/10)	Policy/Cont 3% Compound Cost ract/Fratern of Living Adjustment al Rider Certificate: Amendmen t, Insert Page, Endorseme	Initial		51.800	1504 (06-10).pdf

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Approved- 1505	Policy/Cont Future Increase	Initial	50.900	1505 (06-
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Approved- 1507	Policy/Cont Partial Disability	Initial	51.700	1507 (06-
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Product Name: 1500 (06/10)

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Approved- 1510	Policy/Cont Catastrophic	Initial	50.300	1510 (06-
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Approved- 1515	Policy/Cont Retirement	Initial	52.000	1515 (06-
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Approved- 1504-A Policy/Cont 3% Compound Cost Initial 51.500 1504-A (06-
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SERFF Tracking Number: GARD-126519586 State: Arkansas
 Filing Company: Berkshire Life Insurance Company of America State Tracking Number: 45028
 Company Tracking Number: 1500 (06/10)
 TOI: H111 Individual Health - Disability Income Sub-TOI: H111.003 Long Term - Unrelated to marketing with employer or association groups

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SERFF Tracking Number: GARD-126519586 State: Arkansas
Filing Company: Berkshire Life Insurance Company of America State Tracking Number: 45028
Company Tracking Number: 1500 (06/10)
TOI: H111 Individual Health - Disability Income Sub-TOI: H111.003 Long Term - Unrelated to marketing with employer or association groups

Product Name: 1500 (06/10)

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SERFF Tracking Number:	GARD-126519586	State:	Arkansas
Filing Company:	Berkshire Life Insurance Company of America	State Tracking Number:	45028
Company Tracking Number:	1500 (06/10)		
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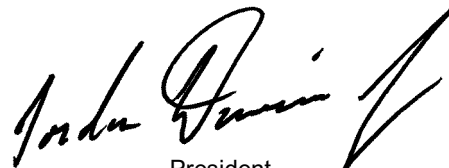
Berkshire Life Insurance Company of America
700 South Street • Pittsfield, Massachusetts 01201
1-800-819-2468

The Policy is issued by
Berkshire Life Insurance Company of America, a wholly
owned stock subsidiary of The Guardian Life Insurance
Company of America, New York, NY.

Berkshire Life Insurance Company of America hereby
furnishes insurance to the extent set out in the Policy.
All of the provisions on this and pages that follow
are part of the Policy.



Secretary



President

You and Your mean the person insured.
We, Us, Our, and Berkshire Life mean
Berkshire Life Insurance Company of America.

**NONCANCELLABLE AND GUARANTEED RENEWABLE
TO THE EXPIRATION DATE**

You may renew the Policy at the end of each Premium Term until the Expiration Date.
During that time, We cannot change the premium or cancel the Policy.

**YOUR CONDITIONAL RIGHT TO RENEW AFTER THE
EXPIRATION DATE—PREMIUMS CAN CHANGE**

After the Expiration Date, You may renew the Policy at the end of each Premium Term
as long as You are not Disabled and You are Gainfully Employed Full Time for at least
ten months each year and the premium is paid on time.

Your premium will be at Our rates then in effect for persons of Your Age, Class of Risk,
Occupation Class, and any special class rating that applies to the Policy. We have the right
to change such premiums on a class basis on any Policy Anniversary.

NOTICE OF TEN-DAY RIGHT TO EXAMINE POLICY

Please read the Policy carefully. It is a legal contract between You and Us. You may return the
Policy to Us or to the representative through whom You bought it within ten days from the
date You receive it. Immediately upon such delivery or mailing, the Policy will be void from the
beginning, and any premium paid for it will be refunded.

Disability Income Policy
Non-Participating

Berkshire Life Insurance Company of America
is a wholly owned stock subsidiary of
The Guardian Life Insurance Company of America, New York, NY



Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page [1a/1b/1c/1d/1e/1f/1g]

Insured: [ABCDEFGHijklmnopqrstuvwxyz123456789] Policy Number: [Z1234567]
 Owner: [ABCDEFGHijklmnopqrstuvwxyz123456789] Policy Date: [##/##/####]
 Loss Payee: [ABCDEFGHijklmnopqrstuvwxyz123456789]

Policy Specifications for the Insured

Class of Risk: [Preferred/Select/Standard] Gender: [Male/Female]
 Occupation Class: [6/6M/5/5M/4/4M/3/3M/2/2M/1/1M] Premium Term: [Annual/Semiannual/Quarterly/Monthly]

Policy Coverage and Premium Summary

<u>Coverage</u>	<u>Monthly Benefit</u>	<u>Annual Premium</u>
Disability Income Insurance Policy	[\$99,999]	[\$99,999.99]
[Additional Monthly Benefit Rider]	[\$99,999]	[\$99,999.99]
[Social Insurance Substitute Rider		
SIS Maximum Monthly Indemnity:]	[\$99,999]	[\$99,999.99]
[Future Increase Option Rider(Total Increase Option:[\$99,999])]		[\$99,999.99]
[Residual/Partial Disability Benefit Rider]		[\$99,999.99]
[3% Compound/6% Maximum/Four-Year Delayed Cost of Living Adjustment Rider]		[\$99,999.99]
[Graded Lifetime Indemnity for Total Disability Rider]		[\$99,999.99]
[Catastrophic Disability Benefit Rider]	[\$99,999]	[\$99,999.99]
[Retirement Protection Plus Disability Benefit Rider]	[\$99,999]	[\$99,999.99]
[Unemployment Waiver of Premium Rider]		[\$99,999.99]
[Automatic Benefit Enhancement Rider]		[No Charge]
-----	-----	-----
Total (Premium is before [discounts and] policy fee)	[\$99,999]	[\$99,999.99]
[####% Extra Annual Premium		\$99,999.99]
[Applicable Policy Discount	<u>Discount</u>	<u>Percent]</u>
[Employer Sponsored Discount:]		10.00%]
[Association Discount:]		10.00%]
[Endorsed Group Discount		10.00%]
[Discounted Annual Premium (before policy fee):		\$99,999.99]
Annual Policy Fee:		[\$30.00/\$75.00/\$15.00/\$0.00]
Annual Premium (after [discounts and] policy fee):		[\$99,999.99]
[First Year Annual Premium with the 5% First Year Multi-Policy Discount:		\$99,999.99]
You have selected the level premium payment option. The level premium period will be to Age [67/65].		

This Schedule Page replaces any previously issued Schedule Page.

Schedule Page [1a/1b/1c/1d/1e/1f/1g]

Insured: [ABCDEFGHijklmnopqrstuvwxyz123456789] Policy Number: [Z1234567]
Owner: [ABCDEFGHijklmnopqrstuvwxyz123456789] Policy Date: [##/##/####]
Loss Payee: [ABCDEFGHijklmnopqrstuvwxyz123456789]

About Your Premiums

The premiums for the Policy are based on gender [specific/neutral] rates.

If You elect to increase, decrease or change Coverage or change the Premium Term, Your premium may change.

The following summarizes the premium for each Premium Term option during the level premium period for the Coverage You have selected.

For a Semiannual Premium Term:

You will pay [\$99,999.99] every 6 months. This means You are paying an additional [\$99,999.99] or [##.##%] per year, or a total annualized premium of [\$99,999.99].

For a Quarterly Premium Term:

You will pay [\$99,999.99] every 3 months. This means You are paying an additional [\$99,999.99] or [##.##%] per year, or a total annualized premium of [\$99,999.99].

For a Monthly Premium Term under a list-bill arrangement:

You will pay [\$99,999.99] every month. This means You are paying an additional [\$99,999.99] or [##.##%] per year, or a total annualized premium of [\$99,999.99].

For a Monthly Premium Term utilizing Guard-O-Matic:

You will pay [\$99,999.99] every month. There is no additional charge for paying Your premiums on a monthly basis versus paying them on an annual basis.

The additional charge, if any, that is added for paying in installments more frequent than payment on an annual basis will remain the same until the end of the initial level premium period.

An increase, decrease or change in Coverage may result in a change in premium, and a new Schedule Page will be provided to You.

[The following paragraph is included for policies issued with either an employer-sponsored, endorsed group, or association program discount and the Future Increase Option Rider is attached.

A 10% discount and gender [specific / neutral] premium have been applied to this Policy as a result of Your participation in an [employer sponsored program/endorsed group program/association program]. Any policy issued pursuant to the exercise of a Future Increase Option will continue to receive such discount and premium

This Schedule Page replaces any previously issued Schedule Page.

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page [1a/1b/1c/1d/1e/1f/1g]

Insured: [ABCDEFGHIJKLMNQRSTUWXYZ123456789] Policy Number: [Z1234567]
 Owner: [ABCDEFGHIJKLMNQRSTUWXYZ123456789] Policy Date: [##/##/####]
 Loss Payee: [ABCDEFGHIJKLMNQRSTUWXYZ123456789]

structure only if You are a [participant in an employer sponsored program/participant in an endorsed group program/member of a qualifying association] and We continue to offer such discount and premium structure at the time the Future Increase Option is exercised.]

Disability Income Insurance Policy Coverage Summary

<u>Issue Age</u>	<u>Monthly Indemnity</u>	<u>Elimination Period</u>	<u>Accumulation Period</u>	<u>Benefit Period</u>	<u>Expiration Date</u>	<u>Annual Premium</u>
[##]	[\$99,999]	[###] days	[###] days	To Age 67	[##/##/####]	[99,999.99]

[Additional Monthly Benefit Rider Coverage Summary]

<u>Issue Age</u>	<u>Monthly Indemnity</u>	<u>Elimination Period</u>	<u>Accumulation Period</u>	<u>Benefit Period</u>	<u>Expiration Date</u>	<u>Annual Premium</u>
[##]	[\$99,999]	[###] days	[###] days	[XXXXXXXXXX]	[##/##/####]	[\$99,999.99]
[##]	[\$99,999]	30 days	90 days	To Age 67	[##/##/####]	[\$99,999.99]
[##]	[\$99,999]	60 days	150 days	To Age 67	[##/##/####]	[\$99,999.99]
[##]	[\$99,999]	90 days	210 days	To Age 65	[##/##/####]	[\$99,999.99]
[##]	[\$99,999]	180 days	360 days	10 Years	[##/##/####]	[\$99,999.99]
[##]	[\$99,999]	360 days	540 days	5 Years	[##/##/####]	[\$99,999.99]
[##]	[\$99,999]	720 days	900 days	2 Years	[##/##/####]	[\$99,999.99]

[Catastrophic Disability Benefit Rider Coverage Summary]

<u>Issue Age</u>	<u>Catastrophic Disability Indemnity</u>	<u>Elimination Period</u>	<u>Accumulation [Period]</u>	<u>Benefit Period</u>	<u>Expiration Date</u>	<u>Annual Premium</u>
[##]	[\$99,999]	[###] days	[###] days	[XXXXXXXXXX]	[##/##/####]	[\$99,999.99]
[##]	[\$99,999]	[###] days	[###] days	[XXXXXXXXXX]	[##/##/####]	[\$99,999.99]
[##]	[\$99,999]	[###] days	[###] days	[XXXXXXXXXX]	[##/##/####]	[\$99,999.99]
[##]	[\$99,999]	[###] days	[###] days	[XXXXXXXXXX]	[##/##/####]	[\$99,999.99]
[##]	[\$99,999]	[###] days	[###] days	[XXXXXXXXXX]	[##/##/####]	[\$99,999.99]

[Retirement Protection Plus Disability Benefit Rider Coverage Summary]

<u>Issue Age</u>	<u>RPP Monthly Indemnity</u>	<u>Elimination Period</u>	<u>Accumulation Period</u>	<u>Benefit Period</u>	<u>Expiration Date</u>	<u>Annual Premium</u>
[##]	[\$99,999]	[###] days	[###] days	[XXXXXXXXXX]	[##/##/####]	[\$99,999.99]

This Schedule Page replaces any previously issued Schedule Page.

Schedule Page [1a/1b/1c/1d/1e/1f/1g]

Insured: [ABCDEFGHijklmnopqrstuvwxyz123456789] Policy Number: [Z1234567]
Owner: [ABCDEFGHijklmnopqrstuvwxyz123456789] Policy Date: [##/##/####]
Loss Payee: [ABCDEFGHijklmnopqrstuvwxyz123456789]

[Automatic Benefit Enhancement Rider Coverage Summary

Automatic Increase Rate: 4.00%
Rider Annual Premium: No Charge

Subject to the terms and conditions of the Automatic Benefit Enhancement Rider, no Automatic Increase will be issued which will cause Your Monthly Indemnity, including any Monthly Indemnity issued under an Additional Monthly Benefit Rider, to exceed the maximum amount of allowable Monthly Indemnity, if any, available to You based on Our underwriting rules in effect at the time of increase.

You will be responsible for the premium for each Automatic Increase that is placed in force.]

About Your Benefit Period

The Benefit Period for the Policy meets the federal guidelines for nondiscrimination in employment because of age.

The Maximum Benefit Period for Mental and/or Substance-Related Disorders is the same as the Benefit Period. Under no circumstance will We pay benefits for any Disability due to a Mental and/or Substance-Related Disorder that We have excluded by name or specific description.

For a [To Age 67/To Age 65/10 Year/5 Year/2 Year] Benefit Period:

<u>If Disability begins</u>	<u>The Benefit Period is</u>
[XX]	[XX]
[XX]	[XX]
[XX]	[XX]
[XX]	[XX]
[XX]	[XX]
At or after age 75	12 months

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Additional Coverage, if any, is shown in the Schedule Page
and is described in the rider forms attached to the Policy.

If You have questions about the Policy,
You may call Berkshire Life Insurance Company of America at 1-800-819-2468.

DEFINITIONS

Accumulation Period

The Accumulation Period is shown in the Schedule Page. It is an uninterrupted period of consecutive days that begins on the first day that You are Disabled and during which the Elimination Period must be satisfied.

Age

References to a specific age – such as age 65 – mean Your age as of the Policy Anniversary that first occurs on or after the birthday on which You attain that age.

Benefit Period

The Benefit Period is shown in the Schedule Page. It is the longest period of time for which We will pay benefits for a continuous Disability from the same cause.

Class of Risk

The Class of Risk is shown in the Schedule Page.

Coverage

Coverage means the benefits available under the Policy.

Disability or Disabled

Disability means Total Disability. Disabled means Totally Disabled.

Effective Date

Effective Date means the date that the Policy, or a rider, takes effect.

Elimination Period

The Elimination Period is shown in the Schedule Page. The Elimination Period is the number of days that must elapse before benefits become payable. The Elimination Period starts on the first day that You are Disabled. You must be Disabled, from the same cause or a different cause for this entire period. The days within this period need not be consecutive, but they must occur within the Accumulation Period. Benefits will not accrue or be payable during the Elimination Period.

Expiration Date

The Expiration Date is shown in the Schedule Page. Expiration Date means the date on which Coverage ends, if the Policy has not previously terminated.

Full Time

Full Time means at least 30 hours each week.

Gainfully Employed or Gainful Employment

Gainfully Employed or Gainful Employment means actively at work or engaged in activities for Income, remuneration or profit.

Hospital

Hospital means a facility or institution legally operating as a hospital that:

- is mainly engaged in providing inpatient care and treatment of sick or injured persons, and routinely makes a charge for such care; and
- is supervised by a staff of physicians on the premises; and
- provides 24-hour nursing services on the premises by registered graduate nurses.

In no event will Hospital include any institution or facility that is:

- operated as a rest home, a convalescent facility, or a long-term nursing care facility; or
- mainly for the care of the aged, or which primarily affords custodial or educational care.

Income

Income means the compensation that You receive, or which is attributable to You, for work or personal services, after Business Expenses, but before any other deductions. Income includes salaries, wages, fees, commissions, bonuses, pension and profit sharing contributions, other payments for Your personal services, and other compensation or income earned by You or attributable to You by a business in which You have an ownership interest. Income does not include any form of Unearned Income as long as the Unearned Income is not the result of work or personal services You provide. With respect to other compensation or income earned by You or attributable to You by a business in which You have an ownership interest, this amount is determined after deduction of normal and customary unreimbursable Business Expenses but before deduction of any of Your personal income taxes.

Unearned Income includes income from dividends, capital gains, interest (including tax-exempt interest), rentals, royalties, alimony, investments, business interests as an inactive owner, and income received from deferred compensation plans, formal sick pay plans, retirement plans or disability income policies.

Prior Income means Your average monthly Income for either the last 24 calendar months just prior to the date on which You became Disabled, or for the two calendar years with the highest earnings in the three calendar years just prior to the date on which You became Disabled, whichever is greater.

Current Income means all Income, as defined above, for each month during a period of Disability. We will not include Income received for services rendered prior to the start of Disability in Your Current Income. For the purpose of determining Current Income, Business Expenses may not exceed Prior Business Expenses.

Business Expenses means the regular business expenses which may be deducted from gross earned income for federal tax purposes for the period Income is being determined.

Prior Business Expenses means Your average monthly Business Expenses for the same period in which Your Prior Income is determined.

Loss of Income means the difference between Your Prior Income and Your Current Income. This difference will be considered a Loss of Income to the extent it is solely the result of the Injury or Sickness that caused Your Disability.

Injury

Injury means accidental bodily injury that first occurs on or after the Effective Date and while the Policy is in force, and that is not contributed to by Sickness.

Issue Age

Issue Age is shown in the Schedule Page. It is Your Age on the Policy Date.

Loss Payee

The Loss Payee is named in the Schedule Page. We will pay benefits for which We are liable to the Loss Payee.

Maximum Benefit Period for Mental and/or Substance-Related Disorders

Maximum Benefit Period for Mental and/or Substance-Related Disorders is shown in the Schedule Page. It is the longest period of time, during the duration of the Policy, for which We will pay benefits for loss contributed to or caused by Mental and/or Substance-Related Disorders.

Mental and/or Substance-Related Disorders

Mental and/or Substance-Related Disorders means any disorder classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM). This includes but is not limited to, psychiatric, psychological, emotional, or behavioral disorders, or disorders related to stress or to substance abuse or dependency, or any biological or biochemical disorder or imbalance of the brain regardless of the cause, including any complications thereof. This does not include dementia or cognitive impairment resulting from stroke, physical trauma, infections, or a form of senility or irreversible dementia such as Alzheimer's Disease.

Diagnostic and Statistical Manual of Mental Disorders or DSM means the most recent version of the diagnostic manual as published by the American Psychiatric Association (APA) as of the start of Your Disability. If the DSM is discontinued, We will use the replacement chosen by the APA, or by an organization which succeeds it.

Monthly Indemnity

Monthly Indemnity is shown in the Schedule Page. It is the amount We will pay for each month of Total Disability.

Occupation Class

The Occupation Class is shown in the Schedule Page.

Owner

Owner is shown in the Schedule Page. You are the Owner unless some other person or entity is named in the Schedule Page. The Owner has the right to renew the Policy, to request a change in Coverage, to change the Loss Payee, and to make other Policy changes.

Physician

Physician means a person who is licensed by law in the state in which he or she practices as a Medical Doctor or Doctor of Osteopathy, and is acting within the scope of that license to treat Injury or Sickness that results in a Disability. A Physician cannot be You or anyone related to You by blood or marriage, a member of Your household, Your business or professional partner or employer, or any person who has a financial affiliation or business interest with You. If Your Disability is due to a Mental and/or Substance-Related Disorder, the Physician must be a licensed psychiatrist or a licensed doctoral-level psychologist.

Policy

Policy means the legal contract between You and Us. The entire contract consists of the Policy, any application(s), the Schedule Pages and any attached riders, amendments, and endorsements.

Policy Anniversary

Policy Anniversary is the Yearly Anniversary of the Policy Date while the Policy remains in force.

Policy Date

The Policy Date is shown in the Schedule Page. It is the date from which premiums are calculated and become due.

Pre-existing Condition

Pre-existing Condition means a physical or mental condition:

- that was misrepresented or not disclosed in Your application; and
- for which You received professional medical advice, diagnosis or treatment within two years before the Effective Date; or
- that caused symptoms within one year before the Effective Date for which a prudent person would usually seek professional medical advice, diagnosis or treatment.

Preliminary Term

Preliminary Term, if shown in the Schedule Page, means the period of time for which the Policy is in force prior to the Policy Date. If applicable, the Preliminary Term premium is shown in the Schedule Page.

Premium Term

Premium Term is shown in the Schedule Page. It is the frequency of Your premium payments.

Sickness

Sickness means an illness or disease that first manifests itself on or after the Effective Date and while the Policy is in force.

Suspension Period

Suspension Period is a period of time during which the Policy will not be in force. We will neither accept premiums nor pay benefits under the Policy during a Suspension Period. The Policy will not cover losses that result from Injury or Sickness that occurs or begins during a Suspension Period. No privileges or options under the Policy or any attached riders may be exercised during a Suspension Period.

Termination Date

Termination Date means the date on which the Policy terminates.

Total Disability or Totally Disabled

Total Disability or Totally Disabled means that, solely due to Injury or Sickness, You are not able to perform the material and substantial duties of Your Occupation.

You will be Totally Disabled even if You are Gainfully Employed in another occupation so long as, solely due to Injury or Sickness, You are not able to work in Your Occupation.

Working an average of more than 40 hours in a week, in itself, is not a material and substantial duty.

We, Us, Our and Berkshire Life

We, Us, Our and Berkshire Life mean Berkshire Life Insurance Company of America.

You and Your

You and Your mean the person named as the insured in the Schedule Page of the Policy.

Your Occupation

Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled.

Total Disability or Totally Disabled

Total Disability or Totally Disabled means that, solely due to Injury or Sickness, You are not able to perform the material and substantial duties of Your Occupation.

You will be Totally Disabled even if You are Gainfully Employed in another occupation so long as, solely due to Injury or Sickness, You are not able to work in Your Occupation.

Working an average of more than 40 hours in a week, in itself, is not a material and substantial duty.

We, Us, Our and Berkshire Life

We, Us, Our and Berkshire Life mean Berkshire Life Insurance Company of America.

You and Your

You and Your mean the person named as the insured in the Schedule Page of the Policy.

Your Occupation

Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled.

If You have limited Your Occupation to the performance of the material and substantial duties of a single medical specialty or to a single dental specialty, We will deem that specialty to be Your Occupation.

Total Disability or Totally Disabled

Total Disability or Totally Disabled means that, solely due to Injury or Sickness, You are not able to perform the material and substantial duties of Your Occupation and You are not Gainfully Employed.

Working an average of more than 40 hours in a week, in itself, is not a material and substantial duty.

We, Us, Our and Berkshire Life

We, Us, Our and Berkshire Life mean Berkshire Life Insurance Company of America.

You and Your

You and Your mean the person named as the insured in the Schedule Page of the Policy.

Your Occupation

Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled.

PROVISIONS RELATING TO BENEFITS

Total Disability Benefit

When You are Totally Disabled, We will pay the Monthly Indemnity as follows:

- You must become Totally Disabled while the Policy is in force.
- You must satisfy the Elimination Period.
- After You have satisfied the Elimination Period, Monthly Indemnity will be payable at the end of each month while You remain Totally Disabled.
- Monthly Indemnity will stop at the end of the Benefit Period or, if earlier, on the date You are no longer Totally Disabled.

We will not increase the Monthly Indemnity because You are Totally Disabled from more than one cause at the same time.

Medical Care Requirement

We will not pay benefits nor waive premium under the Policy for any period of Disability during which You are not under the regular medical care of a Physician. The medical care must be provided by a Physician whose specialty is appropriate for Your Injury or Sickness. The medical care must be appropriate, according to prevailing medical standards, for the condition causing the Disability.

We will waive the medical care requirement during any claim under the Policy upon reasonable written proof that Your Injury or Sickness no longer requires the regular medical care of a Physician under prevailing medical standards. Such waiver will not restrict Our rights under the Proof of Loss and Examinations provisions of the Policy.

Presumptive Total Disability Benefit

We will always consider You to be Totally Disabled even if You are Gainfully Employed, if Injury or Sickness results in your total and complete loss of:

- the sight in both eyes;
- hearing in both ears;
- speech; or
- the use of both hands, both feet, or one hand and one foot, in their entirety.

If Your Injury or Sickness results from one of these conditions, We will waive the unexpired portion of the Elimination Period and benefits will start to accrue from the date of Your Total Disability. Monthly Indemnity will be paid for as long as Your Total Disability continues, but not longer than the Benefit Period.

Capital Sum Benefit

The Capital Sum Benefit is a lump sum amount in addition to any other benefit payable under the Policy. The Capital Sum Benefit is equal to 12 times the Monthly Indemnity at the time You suffer a capital loss.

A capital loss means the total and irrecoverable loss of all sight in one eye; or the complete loss of a hand or foot by severance through or above the wrist or ankle. Such loss must result from Injury or Sickness.

If You suffer a capital loss while the Policy is in force and survive it for 30 days, We will pay the Capital Sum Benefit for each such loss. But We will not pay for more than two such losses in Your lifetime. If the Policy has terminated, We will pay for a capital loss which results from an Injury sustained while the Policy was in force and which occurs within 90 days after the date of that Injury.

Fractional Month

We will pay 1/30 of the monthly benefit payable under the Policy for each day for which We are liable when You are Disabled for less than a full month.

Waiver of Elimination Period

We will waive the Elimination Period if:

- You become Disabled within five years after the end of a previous Disability; and

- The previous Disability lasted more than six months; and
- We paid benefits under the Policy for the previous Disability.

Recurrent Disability

If, after the end of a period of Disability, You become Disabled again, the later period of Disability will be deemed a continuation of the previous Disability, if:

- You have returned to Full Time Gainful Employment for a period of less than 12 months after the previous Disability ends; and
- the Disability results entirely or in part from the same cause or causes as the previous Disability; and
- We paid benefits under the Policy for the previous Disability.

If the Disability is determined to be a continuation of the previous Disability, Your prior claim for Disability will resume and no new Elimination Period will be required. You must satisfy all terms and conditions set forth in the Policy.

If the Disability is determined not to be a continuation of the previous Disability, then the current period of Disability will be considered a new and separate Disability.

Concurrent Disability

We will pay benefits for a concurrent Disability as if there were only one Injury or Sickness. Once a period of Disability begins, We will consider it to be a continuous period of Disability no matter what Injury or Sickness, or combination thereof, caused the Disability or caused it to continue. In all cases, if You are Disabled from more than one cause, the amount and duration of benefits will not be more than that for any one cause.

Separate Periods of Disability

If You continue to be Disabled after the Benefit Period ends, You will not be eligible for a new Benefit Period unless:

- You recover from the previous Disability; and
- You return to Full Time Gainful Employment; and
- the Policy remains in force; and
- You have satisfied all other terms and conditions of the Policy.

Transplant and Cosmetic Surgery

If, more than six months after the Effective Date, You become Totally Disabled because of:

- the transplant of a part of Your body to another person, or
- complications of cosmetic surgery to improve Your appearance or correct a disfigurement,

We will deem You to be Totally Disabled as a result of Sickness.

Waiver of Premium Benefit

If You are Disabled for the length of the Elimination Period due to Injury or Sickness not excluded from Coverage:

- We will refund that portion of any premium paid which applies to the period of Disability beyond the date that You were first Disabled in the same claim.
- We will then waive any later premiums that are due while You are continuously Disabled in the same claim and receiving benefits for the Disability.
- We will continue to waive premiums for the six-month period after You recover. At the end of the six-month period, You are responsible for the pro rata portion of the premium for the remainder of the current Premium Term, and all premiums that fall due thereafter in order to keep the Policy in force.

If, after the end of the Benefit Period and before the Expiration Date You remain continuously Disabled, waiver of premium will continue. If You subsequently recover from the Disability, You must notify us within six months of the date You recover. You will then be responsible for the pro rata portion of the premium for the remainder of the current Premium Term and all premiums that fall due thereafter. Failure to notify Us within six months of the date You recover will result in termination of the Policy.

The Waiver of Premium Benefit will also apply if benefits are payable because You have met the requirements of the Recurrent Disability provision.

Nothing in this provision will change the conditions for renewal after the Expiration Date that require You to be Gainfully Employed Full Time for at least ten months each year.

OCCUPATIONAL REHABILITATION, MODIFICATION AND ACCESS BENEFITS

Occupational Rehabilitation Benefit

If You are Disabled, You may be eligible for an Occupational Rehabilitation Benefit. If You and We agree in advance on a program of occupational rehabilitation, We will pay for the program as set forth in a signed written agreement. The program of occupational rehabilitation must be a formal plan that will help You to return to Gainful Employment in Your Occupation. The program must be directed by an organization or individual licensed or accredited to provide occupational rehabilitation or education to persons who are disabled.

The extent of Our role in this program will be determined by the written agreement. We will pay only those costs that are not otherwise covered by insurance, workers' compensation, or any public fund or program.

We will periodically review the program and Your progress in it. We will continue to pay for the program, subject to the written agreement, as long as We determine that it is helping You return to Gainful Employment in Your Occupation.

Participating in a program of occupational rehabilitation will not in itself be considered a recovery from the Injury or Sickness that resulted in Your Disability, and benefits will continue as provided in the Policy.

Modification and Access Benefit

If You are Disabled, You may be eligible for the Modification and Access Benefit. If a modification is determined by Us to be appropriate and reasonable to enable You to perform Your material and substantial duties, We will reimburse You for the cost that You incur for such modification upon written proof acceptable to Us as set forth in a signed written agreement. The purpose of any such modification must be to help You to return to Gainful Employment in Your Occupation.

SUSPENSION FOR ACTIVE MILITARY SERVICE

Suspension for Active Military Service

We will suspend the Policy on the date You begin active duty in the military of any nation or international authority including but not limited to the United States Army, Navy, Air Force, Marine Corps, Coast Guard, or National Guard. We will neither require premiums nor pay benefits under the Policy during a Suspension Period. Acceptance of premiums by Us while You are on active duty will not waive the Suspension Period.

The Suspension Period starts when active duty begins. Active duty begins at 12:01 a.m. on the date You are obligated to appear for active duty and for which You will be paid for such duty. Active duty does not include training that lasts 90 days or less, or any period of travel preceding a period of active duty.

The Policy must be in force and premiums must be paid to the date on which the Suspension Period begins. We will refund any premium paid which applies to the Suspension Period.

The Suspension Period ends when You are no longer on active duty. After the end of the Suspension Period, You may request that We place the Policy back in force without evidence of insurability. The Policy will be placed back in force when We receive a written request and the required pro rata premium. Any request and premium payment must be received by Us within 90 days after the date Your active duty ends. The Policy will terminate if the premium for the Policy remains unpaid for more than 90 days after the end of a Suspension Period notwithstanding the Grace Period.

If the Policy is reinstated following the Suspension Period, premiums will be at the same rate that they would have been had the Policy remained in force. If reinstated pursuant to this provision, the Policy will only cover losses that result from Injury that occurs after the end of the Suspension Period or Sickness that first manifests itself more than ten days after the end of the Suspension Period. No privileges or options under the Policy or any attached riders

may be exercised during a Suspension Period. In all other respects, You and We will have the same rights under the Policy as before it was suspended.

EXCLUSIONS AND LIMITATIONS

Exclusions

We will not pay benefits for any Disability:

- caused by, contributed to, or which results from military training, military action, military conflict, or war, whether declared or undeclared, while You are serving in the military or units auxiliary thereto, or working for contracted military services;
- during any period of time in which You are incarcerated;
- caused by, contributed to, or which results from Your commission of, or attempt to commit, a criminal offense as defined under local, state, or federal law;
- caused by, contributed to, or which results from Your being engaged in an illegal occupation;
- caused by, contributed to, or which results from the suspension, revocation or surrender of Your professional or occupational license or certification;
- caused by, contributed to, or which results from an intentionally self-inflicted Injury;
- due to any loss We have excluded by name or specific description.

Limitation While Outside the United States or Canada

You must be living full time in the 50 states which comprise the United States of America, the District of Columbia or Canada in order to receive benefits under the Policy, except for incidental travel or vacation; otherwise, benefits will cease. Incidental travel or vacation means being outside of the 50 states which comprise the United States of America, the District of Columbia or Canada for less than 60 days in a 12-month period. You may not recover benefits that have ceased pursuant to this limitation.

If benefits under the Policy have ceased pursuant to this limitation and You return to the 50 states that comprise the United States of America, the District of Columbia or Canada, You may become eligible to resume receiving benefits under the Policy. You must satisfy all terms and conditions of the Policy in order to be eligible to resume receiving benefits under the Policy.

If You remain outside of the 50 states which comprise the United States of America, the District of Columbia or Canada, premiums will become due beginning six months after benefits cease.

Pre-existing Condition Limitation

We will not cover any loss that begins in the first two years after the Effective Date from a Pre-existing Condition.

Mental and/or Substance-Related Disorders Limitation

Benefits for any Disability due to a Mental and/or Substance-Related Disorder will be paid for a period not longer than the Maximum Benefit Period for Mental and/or Substance-Related Disorders.

After the Maximum Benefit Period for Mental and/or Substance-Related Disorders and subject to the Policy provisions, We will only pay benefits while You are continuously confined in a Hospital for treatment of a Disability due to a Mental and/or Substance-Related Disorder, and You are under the regular medical care of a Physician.

Under no circumstance will We pay benefits for any Disability due to a Mental and/or Substance-Related Disorder that We have excluded by name or specific description.

PROVISIONS RELATING TO CLAIMS

Notice of Claim

You must give Us written Notice of Claim within 30 days after any loss covered by the Policy occurs or begins, or as soon after that as is reasonably possible. Written Notice of Claim, with complete information to identify You, will be sufficient if provided to Us at Our home office, 700 South Street, Pittsfield, MA 01201.

Claim Forms

When We receive written Notice of Claim, We will send Claim Forms for filing Proof of Loss. Claim Forms must be completed, signed and returned to Us, and are a required part of Proof of Loss. If We do not send You such forms within 15 days after receiving written Notice of Claim, You may submit a written statement within the time fixed in the Policy for filing Proof of Loss, which provides the nature and extent of the loss for which a claim is made.

Proof of Loss

You must provide Us with written Proof of Loss at Our home office for a loss within 90 days after the end of each monthly period for which You are claiming benefits. All losses must occur while the Policy is in force.

We can require any proof that We consider necessary to evaluate Your claim. Such proof may include, but is not limited to, medical records, employment records, business records, evidence of Your Prior and Current Income, financial records, and any other information necessary for Us to evaluate Your claim.

If You cannot give Us written Proof of Loss within the prescribed time, We will not deny or reduce Your claim if You give Us written Proof of Loss as soon as reasonably possible. Under no circumstance will We pay benefits if written Proof of Loss is delayed for more than one year, unless You have lacked legal capacity.

Time of Payment of Claims

Subject to satisfactory written Proof of Loss and upon Our determination that benefits are payable under the provisions of the Policy, We will pay all accrued benefits for Disability and other specified losses for which We are liable. Benefits will be payable at the end of each month after the period of liability has occurred while You are Disabled. Any amounts unpaid when Our liability ends will be paid promptly after We receive satisfactory written Proof of Loss.

Payment of Claims

You must satisfy all terms and conditions of the Policy in order for benefits to become payable. After all required Proof of Loss is provided and the claim is approved by Us, We will pay the benefits of the Policy for which we are liable to the Loss Payee.

Coverage terminates upon Your death. Any accrued benefits unpaid at Your death will be paid to Your estate.

If any benefit of the Policy becomes payable to a person not competent to give a release, We may pay such benefit, up to \$1,000, to one of Your relatives by blood or marriage who We believe is entitled to it. Any payment made in good faith under this provision will fully discharge Us to the extent of such payment.

Examinations

We have the right to have You examined at Our expense and as often as We may reasonably require to determine Your eligibility for benefits under the Policy as part of Proof of Loss. We reserve the right to select the examiner. The examiner will be a specialist appropriate to the assessment of Your claim.

The examinations may include but are not limited to medical examinations, functional capacity examinations, psychiatric examinations, vocational evaluations, rehabilitation evaluations, and occupational analyses. Such examinations may include any related tests that are reasonably necessary to the performance of the examination. We will pay for the examination. We may deny or suspend benefits under the Policy if You fail to attend an examination or fail to cooperate with the examiner.

You must meet with Our representative for a personal interview or review of records at such time and place, and as frequently as We reasonably require. Upon Our request, You must provide appropriate documentation.

We have the right, at our expense, to analyze or require an analysis of all relevant financial and operational records, including Your personal, business and corporate federal and state tax returns, as often as We may reasonably require by a financial examiner of Our choice. Such assessments may include analysis of business, financial and operational records for any business in which You have or may have an ownership interest. We can require that Your accounting practices be the same as those which were in effect at the time You first became Disabled.

Responsibility to Cooperate and Obtain Appropriate Medical Care

You have the responsibility to cooperate with Us concerning all matters relating to the Policy and claims thereunder. You have the responsibility to obtain all reasonably appropriate medical care for the condition for which You are claiming benefits.

PROVISIONS RELATING TO PREMIUM AND RENEWAL**Premium**

Premiums are due on the first day of each Premium Term. If You die, We will refund to Your estate that part of any premium which applies to the period after Your date of death.

Grace Period

After the first Premium Term, We allow a Grace Period of 31 days in which to pay each premium due. The Policy stays in force during the Grace Period. If You have not paid the premium when it is due or by the end of the Grace Period, the Policy will lapse.

Premium Term Changes

On any premium due date, You may change the Premium Term, but We will not allow any change which would result in a premium not being due on a Policy Anniversary.

On request, and subject to Our approval, premiums may be paid annually or on a periodic basis. The Premium Terms available are annual, semiannual or quarterly. Premiums may also be paid monthly by automatic bank draft. We will change the Premium Term if We receive the Owner's proper written request at Our home office before the premium due date.

Renewal After The Expiration Date

After the Expiration Date, You may renew the Policy at the end of each Premium Term as long as You are not Disabled and You are Gainfully Employed Full Time for at least ten months each year and the premium is paid on time. If You renew the Policy after the Expiration Date, We will issue a new Schedule Page at that time.

After the Expiration Date, We can require satisfactory written proof that You have continued to be Gainfully Employed Full Time for at least ten months each year.

The Policy must be in force in order for You to renew the Policy after the Expiration Date.

The only Coverage that will continue after the Expiration Date is for a Total Disability Benefit. All other Coverage in force on the Expiration Date will terminate on the Expiration Date, unless otherwise stated. The Benefit Period after the Expiration Date is shown in the Schedule Page.

After the Expiration Date, Your premium will be at Our rates then in effect for persons of Your Age, Class of Risk, Occupation Class, and any special class rating that applies to the Policy. We have the right to change such premiums on a class basis on any Policy Anniversary.

Any premium paid after the Expiration Date for a period not covered by the Policy will be returned to You.

Reinstatement

If the Policy has lapsed at the end of the Grace Period, You can apply to reinstate the Policy by completing an application and paying all overdue premiums. Such application must be received by Us within six months of the date the Policy lapsed.

We may require satisfactory evidence of insurability to reinstate the Policy. If We approve Your application, the Policy will be placed back in force on the date of such approval. If We have not approved or refused Your application in writing within 45 days after receipt of such application and overdue premium, the Policy will be reinstated on that 45th day. If We refuse to reinstate the Policy, We will refund Your premium.

In any case, the Policy will be reinstated on the date that We accept a premium and do not ask for an application.

The reinstated Policy will cover only losses that result from Injury that occurs after the date of Reinstatement or Sickness that first manifests itself more than ten days after such date. In all other respects, You and We will have the same rights under the Policy as before it lapsed, subject to any provisions endorsed on or attached to the Policy in connection with Reinstatement.

GENERAL CONTRACT PROVISIONS

Consideration

We have issued the Policy in consideration of the representations in Your application and payment of the first premium. A copy of Your application is attached and is a part of the Policy.

Effective Date Provision

Insurance takes effect on the Effective Date for the Premium Term that is shown in the Schedule Page, unless You have Preliminary Term. The Policy takes effect at 12:01 a.m. on the Effective Date and terminates at 11:59 p.m. on the Termination Date.

Preliminary Term Provision

If the Schedule Page indicates that You have Preliminary Term, the Policy takes effect at 12:01 a.m. on the Preliminary Term Effective Date. All of Your rights under the Policy will begin on the Preliminary Term Effective Date.

Entire Contract; Changes

The Policy with any application(s), the Schedule Pages, and any attached riders, amendments and endorsements make up the entire contract. No change in the Policy will be valid unless it has been endorsed on or attached to the Policy in writing by the president, a vice president, or the secretary of Berkshire Life.

No agent or broker has authority to change the Policy or waive any of its provisions.

Incontestable

The Policy will be incontestable as to the statements, except fraudulent statements, contained in the application after it has been in force for a period of two years during Your lifetime, excluding any period during which You are Disabled. No claim for a loss incurred or Disability that begins after two years from the Effective Date, excluding any period during which You are Disabled, will be reduced or denied because a sickness or physical condition existed prior to the Effective Date. This assumes that such sickness or physical condition was not excluded from Coverage by name or description.

In the event of a reinstatement, the Policy will be incontestable as to statements made by You, except fraudulent statements, contained in the application for reinstatement of the Policy after it has been in force for a period of two years following the date the Policy was reinstated, excluding any period during which You are Disabled.

Termination of the Policy

The Policy will terminate when the first of the following occurs:

- the premium for the Policy remains unpaid at the end of the Grace Period; or
- the premium for the Policy remains unpaid for more than 90 days after the end of a Suspension Period notwithstanding the Grace Period; or
- the date of Your written request to terminate the Policy; or
- the Expiration Date, if You are not Gainfully Employed Full Time for at least ten months each year; or
- the end of the first Premium Term after the Expiration Date, when You are no longer Gainfully Employed Full Time for at least ten months each year; or
- Your death.

Conformity with State Laws

Any provision of the Policy which, on the Effective Date, is in conflict with the laws of the state in which You reside on such date is hereby amended to meet the minimum requirements of such laws.

Legal Actions

No one can bring an action at law or in equity under the Policy until 60 days after written Proof of Loss has been furnished as required by the Policy. In no case can an action be brought against Us more than three years after written Proof of Loss must be furnished.

Misstatement of Age

If Your age has been misstated, Coverage will be based upon what the premium paid would have bought at Your correct age. If We would not have issued the Policy at Your correct age, there will be no insurance and We will owe only a refund of all premiums paid for the period not covered by the Policy.

Assignment

We will not be bound by an assignment of the Policy for any claim unless We receive a written assignment on a form provided by Us before We pay the benefits claimed. We will not be responsible for the validity or tax consequences of any assignment.

Waiver of Policy Provisions

Our failure to invoke or enforce a right We have reserved under the terms of the Policy will not be deemed a permanent waiver of that right.

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

SOCIAL INSURANCE SUBSTITUTE RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Legislated Benefits

Legislated Benefits means the benefits provided for disability or retirement under:

- The U.S. Social Security Act or a similar law of any other country (including any Primary Insurance Amount or Family Benefit); or
- Any worker's compensation or occupational disease law, or any similar law; or
- Retirement and disability fund programs for employees of any federal, state, county, municipal or other governmental subdivision; or
- Any other federal, state, county or municipal disability or temporary disability law.

Monthly Indemnity

Monthly Indemnity is the amount shown in the Schedule Page plus the Social Insurance Substitute Indemnity. It is the amount We will pay for each month of Total Disability.

Social Insurance Substitute Indemnity

The Social Insurance Substitute Indemnity is the additional Monthly Indemnity provided by this rider.

Social Insurance Substitute Maximum Monthly Indemnity

The Social Insurance Substitute Maximum Monthly Indemnity is shown on the Schedule Page.

PROVISIONS RELATING TO THE SOCIAL INSURANCE SUBSTITUTE INDEMNITY

While you are Disabled, We will adjust the Monthly Indemnity to include any Social Insurance Substitute Indemnity. The Social Insurance Substitute Indemnity is determined as follows:

- If You receive no Legislated Benefits, the Social Insurance Substitute Indemnity is the Social Insurance Substitute Maximum Monthly Indemnity.
- If You receive Legislated Benefits, the Social Insurance Substitute Indemnity is the Social Insurance Substitute Maximum Monthly Indemnity minus the Legislated Benefits You receive.
- If You receive Legislated Benefits that are equal to or greater than the Social Insurance Substitute Maximum Monthly Indemnity, the Social Insurance Substitute Indemnity is zero.

Any automatic increases in your Legislated Benefits during a Disability will not be included in the calculation of the Social Insurance Substitute Indemnity.

If the first payment of any Legislated Benefits includes a retroactive benefit, You do not have to refund any amounts We may have paid under this rider for the same period of Disability which that retroactive benefit covers.

If any payment of Legislated Benefits includes a lump sum payment, You must immediately notify us of such payment. The lump sum payment will be pro rated on a monthly basis over the time period for which the payment was intended. If the time period to which the lump sum payment applies is not specified, We will make a reasonable determination as to the time period for which the payment may have been intended.

Eligibility for the Social Insurance Substitute Indemnity

To be eligible for the Social Insurance Substitute Indemnity, You must be Disabled and You must give Us written proof that:

- You have applied in a proper and timely manner for Legislated Benefits for which You may be eligible;
- Your claim for Legislated Benefits has been approved, denied, or is still pending; and
- If denied, You are following every appeals process available to You.

Such proof must be provided to Us as often as We may reasonably require. It must include all correspondence between You and the appropriate office for the Legislated Benefits for which You are making claim, as well as any correspondence You have with Your employer.

If You have not provided written proof, We will deem the Social Insurance Substitute Indemnity to be zero.

If, after completing the appeals process, You are still denied Legislated Benefits, We can require You to reapply for them from time to time.

Attorney Fee Benefit

If you incur attorney fees during a Legislated Benefits appeals process, We will pay a one-time additional benefit equal to the Social Insurance Substitute Maximum Monthly Indemnity, provided that You had:

- A hearing before an Administrative Law Judge; or
- A review of the hearing by the Appeals Council (or similar body); or
- Brought a civil action in the United States District Court.

We will not pay the attorney fee benefit for services provided before:

- Your initial filing for Legislated Benefits is denied; and
- You have requested and received a reconsideration of the denial.

Premium and Renewal

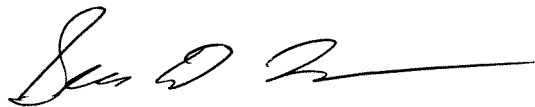
The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date of the Policy.

TERMINATION

The Social Insurance Substitute Indemnity ends on the date that the first of the following events occurs:

- The Benefit Period ends; or
- You are no longer Disabled; or
- The Expiration Date of the Policy.

Berkshire Life Insurance Company of America



Secretary

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

RESIDUAL DISABILITY BENEFIT RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

CPI-U

CPI-U means the Consumer Price Index for All Urban Consumers, or any later replacement of it, as published by the United States Department of Labor.

Current Index Month

Current Index Month means the anniversary of the Original Index Month immediately preceding the Review Date.

Disability or Disabled

Disability or Disabled is amended to also include Residual Disability or Residually Disabled.

Loss of Income Indemnity

The Loss of Income Indemnity is the amount that We will pay each month for the first 12 months that You are eligible for a Residual Disability benefit in the same claim.

Original Index Month

Original Index Month means the calendar month 90 days before the date on which You were first Disabled in the same claim.

Residual Disability or Residually Disabled

Residual Disability or Residually Disabled means that You are Gainfully Employed and are not Totally Disabled under the terms of the Policy but, solely because of Injury or Sickness, Your Loss of Income is at least 15% of Your Prior Income.

Residual Indemnity

Residual Indemnity means the amount We will pay each month if you continue to be Residually Disabled in the same claim after the Loss of Income Indemnity has been paid for 12 months. It is a percentage of the Monthly Indemnity.

Review Date

Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO RESIDUAL DISABILITY

Residual Disability Benefit

When You are Residually Disabled, We will pay a monthly benefit as follows:

- You must become Disabled while the Policy is in force.
- You must satisfy the Elimination Period.
- After You have satisfied the Elimination Period, a Residual Disability benefit will be payable at the end of each month while You are Residually Disabled.

For each month of the first 12 months that You are eligible for a Residual Disability benefit in the same claim, We will pay a Loss of Income Indemnity. The Loss of Income Indemnity is equal to Your Loss of Income less any individual disability insurance benefits You are receiving, or that You are eligible to receive, from Us and all other insurance companies, on policies that are in force on or before the Effective Date of this rider. In no event will the Loss of Income Indemnity exceed Your Monthly Indemnity.

If you continue to be Residually Disabled in the same claim after the Loss of Income Indemnity has been paid for 12 months, We will pay a Residual Indemnity.

Residual Indemnity will be determined by the formula (a) divided by (b) multiplied by (c), where:

- (a) is Your Loss of Income for the month in which You are Residually Disabled; and
- (b) is Your Prior Income; and
- (c) is the Monthly Indemnity.

If Your Loss of Income is more than 75% of Prior Income in any month of Residual Disability while Residual Indemnity is payable, We will deem such loss to be 100%.

We will not increase the Residual Disability benefit because You are Disabled from more than one cause at the same time.

Recovery

Even if You have recovered from the Injury or Sickness that caused Residual Disability, We will continue to consider You Residually Disabled so long as Your Loss of Income is still at least 15% of Your Prior Income and such Loss of Income is solely because of Injury or Sickness.

Adjustment of Prior Income and Prior Business Expenses

On the Review Date while benefits are payable, We will adjust Your Prior Income and Prior Business Expenses for the next 12 months to reflect any changes in cost of living since the start of claim. We will compute the adjusted Prior Income and Prior Business Expenses by multiplying each by the actual percentage change in the CPI-U between the Current Index Month and the Original Index Month. The adjusted Prior Income and adjusted Prior Business Expenses will apply to the 12-month period that follows the Review Date and will be used to determine Your Loss of Income.

The adjustment to Prior Income and Prior Business Expenses may vary from year to year as the CPI-U rises or falls in relation to the Original Index Month. We will make no change that would reduce Prior Income or Prior Business Expenses below what they were at the start of claim.

We will adjust the Prior Income and Prior Business Expenses on each Review Date until the first of the following events occurs:

- the Benefit Period ends; or
- this rider terminates.

Proof of Loss

In addition to any Proof of Loss required by the Policy, You must provide Us with written Proof of Loss necessary to establish that Your Loss of Income is solely the result of Your Disability.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date of the Policy.


TERMINATION

Termination of the Residual Disability Benefit

Benefits for Residual Disability will no longer be payable on the date that the first of the following events occurs:

- You are no longer Residually Disabled;
- Your Loss of Income is no longer solely the result of Injury or Sickness;
- the first month in which Your Loss of Income is less than 15% of Your Prior Income;
- You become Totally Disabled;
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America

A handwritten signature in black ink, appearing to be "J. D. R.", written in a cursive style.

Secretary

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

3% COMPOUND COST OF LIVING ADJUSTMENT RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Cost of Living Adjustment Factor

The Cost of Living Adjustment Factor is 1.03.

Incremental Monthly Indemnity

Incremental Monthly Indemnity means the difference between the adjusted Monthly Indemnity in effect on the last Review Date before Your claim ends and the Monthly Indemnity as shown in the Schedule Page.

Review Date

Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

Adjustment of the Monthly Indemnity

On the Review Date while benefits are payable, We will adjust the Monthly Indemnity on a compound interest basis as follows: We will determine Your adjusted Monthly Indemnity for the next 12 months by multiplying the Monthly Indemnity in effect immediately prior to the Review Date by the Cost of Living Adjustment Factor.

If You are no longer Disabled and We are no longer paying benefits under the Policy, We will increase the Monthly Indemnity of the Policy by the Incremental Monthly Indemnity, if any, determined on the last Review Date, if:

- You have not attained Age 60; and
- the Incremental Monthly Indemnity is at least \$200.

There will be no extra premium charge for the Incremental Monthly Indemnity until the Expiration Date.

Adjusted Monthly Indemnity After the Expiration Date

At the time You first renew the Policy after the Expiration Date, You may choose one of the following amounts of Monthly Indemnity for any claim for Total Disability that begins after that date:

- the Monthly Indemnity shown in the Schedule Page; or
- the increased indemnity, if any, last created by this rider.

We will base Your premium after the Expiration Date on the amount of Monthly Indemnity You select. You must meet all the conditions in the Policy for renewal after the Expiration Date.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date.

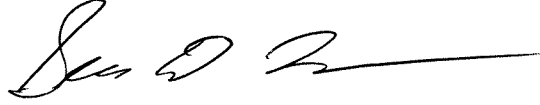
TERMINATION

Termination of Cost of Living Adjustment

We will adjust the Monthly Indemnity on each Review Date until the first of the following events occurs:

- benefits are no longer being paid under the Policy for Your Disability; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America

A handwritten signature in black ink, appearing to be "John D. [unclear]", written in a cursive style.

Secretary

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

FUTURE INCREASE OPTION RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Increase Option

Increase Option means Your option to apply for an Increase Policy.

Increase Policy

Increase Policy means the additional Monthly Indemnity issued under this rider.

Option Date

Option Date means the date of every Policy Anniversary while this rider is in effect.

Option Period

Option Period means the 63-day period beginning 31 days immediately before the Option Date and ending 31 days immediately following the Option Date.

Special Option Date

While this rider is in effect, Special Option Date means:

- 90 days after the date You are no longer eligible to participate in Your employer's group long term disability (LTD) plan; or
- 90 days after a group LTD plan under which You were covered ends and has not been converted or replaced; or
- A date that We declare for such purpose.

We will issue only one Increase Policy as a result of a Special Option Date while the Policy and this rider are in effect.

Special Option Period

Special Option Period means the period beginning on the Special Option Date and ending 31 days immediately following the Special Option Date.

Total Increase Option

Total Increase Option means the maximum amount of Monthly Indemnity that may be issued under this rider. The Total Increase Option is shown in the Schedule Page.

PROVISIONS RELATING TO FUTURE INCREASE OPTIONS

Exercising an Increase Option During an Option Period

Subject to the Conditions and Limitations provision of this rider, You may exercise an Increase Option during an Option Period. Each Increase Policy applied for during an Option Period will be underwritten based on Our underwriting rules then in use, or those in effect on the Effective Date of the Policy, whichever are more favorable to You, to determine the maximum amount of allowable Monthly Indemnity, if any, available to You.

Exercising an Increase Option When Disabled or Benefits are Payable

Subject to the Conditions and Limitations provision of this rider, You may exercise an Increase Option during an Option Period when You are Disabled or benefits are being paid. You may not exercise an Increase Option during a Special Option Period if You are Disabled or benefits are being paid.

Your Income for the purpose of exercising an Increase Option when You are Disabled will be based upon the 12-month period immediately prior to the onset of Your Disability.

If You exercise an Increase Option when You are Disabled or benefits are being paid, any Increase Policy issued will only apply to a new and separate Disability. Under no circumstances will an Increase Policy, issued during a period of Disability or when benefits are being paid, provide a benefit for the current Disability or current claim for benefits.

Any Increase Policy approved during a period of Disability or while benefits are being paid will only be issued on a separate policy form that is most like the Policy then in use on a regular basis in the place where You live.

The premium for any Increase Policy issued when You are Disabled or benefits are being paid will be waived if premiums are then being waived for the Policy to which this rider is attached.

Exercising an Increase Option on a Special Option Date

You may be eligible to apply for an Increase Policy on a Special Option Date if:

- You are Gainfully Employed Full Time; and
- benefits are not being paid under the Policy.

The Increase Policy applied for during a Special Option Period will be underwritten in accordance with Our underwriting rules in effect when You exercise an Increase Option to determine the maximum amount of allowable Monthly Indemnity, if any, available to You.

We will issue only one Increase Policy as a result of a Special Option Date while the Policy and this rider are in effect. If We issue an Increase Policy as a result of a Special Option Date, You forfeit the Increase Option on the next Option Date.

Proof of Insurability

When You exercise an Increase Option, You must provide evidence of Your Income, employment and all other disability insurance with any insurer that is in force, which You have applied for, or for which You are eligible. We may require additional evidence of financial insurability, as necessary. You do not have to provide evidence of Your medical insurability or occupation.

Maximum Amount of Monthly Indemnity Available to You

Until You attain Age 45, You may apply for all or part of the remaining Total Increase Option.

On or after Age 45:

- You may apply for up to one-third of the original Total Increase Option; or
- You may apply for the remaining Total Increase Option if it is less than \$1,000; or
- You may apply for the remaining Total Increase Option if You are applying for an Increase Policy on a Special Option Date because You are no longer eligible to participate in Your employer's group LTD plan or a group LTD plan under which You were covered ends and has not been converted or replaced.

Conditions and Limitations

All of the following conditions apply when You exercise an Increase Option:

- We must receive Your written application for an Increase Policy during an Option Period or Special Option Period.
- Each Increase Policy applied for during an Option Period or a Special Option Period will be underwritten to determine the maximum amount of Monthly Indemnity, if any, available to You. You must provide evidence of Your Income, employment and all other disability insurance with any insurer that is in force,

which You have applied for, or for which You are eligible. We may require additional evidence of financial insurability, as necessary. You do not have to provide evidence of Your medical insurability or occupation.

- If You exercise an Increase Option during a Special Option Period because You are no longer eligible to participate in Your employer's group LTD plan or a group LTD plan under which You were covered ends and has not been converted or replaced, You must also provide evidence of Your eligibility status in the group LTD plan, or evidence that the group LTD plan has terminated and has not been converted or replaced.
- The Increase Policy may either be added to the Policy in the form of an Additional Monthly Benefit Rider or will be issued on a separate policy form that is most like the Policy then in use on a regular basis in the place where You live. Any Increase Policy approved during a period of Disability or while benefits are being paid will only be issued on a separate policy form.
- The Increase Policy cannot have a shorter Elimination Period or a longer Benefit Period than the Policy to which this rider is attached.
- We will not issue an Increase Policy with less than \$200 of Monthly Indemnity.
- The Increase Policy may or may not include the same provisions and benefits as the Policy to which this rider is attached. The Increase Policy may only include those benefits that are part of the Policy to which this rider is attached if We are then offering such benefits to new applicants.
- The premium for each Increase Policy will be based on the rates in effect on the date of issue of the Increase Policy. The premium will be based on the following factors:
 - the Increase Policy amount; and
 - Your Age on the date of issue of the Increase Policy; and
 - the Class of Risk and Occupation Class of the Policy to which this rider is attached; and
 - any special class rating that applies to the Policy to which this rider is attached; and
 - the policy form of the Increase Policy; and
 - any rider that is attached to the Increase Policy that adjusts or determines a benefit based upon Monthly Indemnity.

Your Class of Risk and Occupation Class under the Increase Policy will not be less favorable than under the Policy to which this rider is attached.

If You submit to Us satisfactory evidence that Your Class of Risk and Occupation Class on the Effective Date of the Increase Policy is more favorable to You than it was when the Policy went into effect, then We will apply the more favorable risk classification to the Increase Policy. Any Increase Policy approved will only be issued on a separate policy form that is most like the Policy then in use on a regular basis in the place where You live.

- Conditions that are excluded by name or specific description under the terms of the Policy to which this rider is attached will be excluded under the Increase Policy.
- In order for an Increase Policy to become effective, We must receive the first premium unless premiums are then being waived because You are Disabled or benefits are being paid under the Policy.

Premium and Renewal

The premium for this rider on the date of issue is shown in the Schedule Page. Each time We issue an Increase Policy, We will reduce the remaining Total Increase Option available to You under this rider by the amount issued. The premium for this rider will be reduced accordingly.

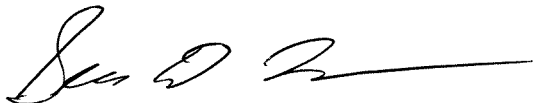
This rider will expire and no further premium will be due for it after You are Age 55 or, if earlier, after Your last Increase Policy is issued.

TERMINATION

This rider will terminate when the first of the following events occurs:

- You attain Age 55;
- the Total Increase Option as shown in the Schedule Page has been issued;
- the premium for this rider remains unpaid for more than 31 days;
- the date of Your written request to terminate this rider; or
- the Policy terminates.

Berkshire Life Insurance Company of America

A handwritten signature in black ink, appearing to be "J. D. R.", written in a cursive style.

Secretary

AUTOMATIC BENEFIT ENHANCEMENT RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Automatic Increase

Automatic Increase means the increase in the Monthly Indemnity that takes effect under the terms and conditions of this rider unless You refuse it. While You are eligible for Automatic Increases, the Automatic Increase is equal to the Indexed Monthly Indemnity in effect immediately prior to the Policy Anniversary multiplied by the Automatic Increase Rate.

Automatic Increase Rate

The Automatic Increase Rate is shown in the Schedule Page.

Indexed Monthly Indemnity

The Indexed Monthly Indemnity is the Monthly Indemnity of the Policy, including any Automatic Increases that We have issued, but excluding any Monthly Indemnity issued under an Additional Monthly Benefit Rider and any Monthly Indemnity added pursuant to a Cost of Living Adjustment Rider.

Rider Review Date

The Rider Review Date means the fifth Policy Anniversary and every fifth Policy Anniversary thereafter while this rider is in force.

PROVISIONS RELATING TO AUTOMATIC BENEFIT ENHANCEMENT

Automatic Benefit Enhancement

This rider provides for up to five annual Automatic Increases as follows:

- On each Policy Anniversary, unless You refuse, We will increase Your Monthly Indemnity by the Automatic Increase.
- No Automatic Increase will be made which will cause the Monthly Indemnity to exceed the maximum amount of allowable Monthly Indemnity, if any, available to You based on Our underwriting rules in effect as of the Effective Date of the Policy.
- We will not require any evidence of insurability for an Automatic Increase to take effect.
- Each Automatic Increase that You accept will remain in effect for as long as the Policy is in force and the premium is paid.
- The premium for each Automatic Increase will be based on the rates in effect on the date of issue of the Automatic Increase. The premium will be based on the following factors:
 - the Automatic Increase amount; and
 - Your Age on the date of issue of the Automatic Increase; and
 - the Class of Risk and Occupation Class of the Policy to which this rider is attached; and
 - any special class rating that applies to the Policy to which this rider is attached; and
 - any rider that is attached to the Policy that adjusts or determines a benefit based upon Monthly Indemnity.

Refusal of an Automatic Increase

You may refuse an Automatic Increase:

- by submitting to Us a written request within 31 days after an Automatic Increase premium becomes due; or
- by not paying the premium for the Automatic Increase when it is due.

Automatic Increases which are refused may not be exercised later. If You refuse two consecutive Automatic Increases, all further Automatic Increases will be forfeited and this rider terminates.

Automatic Increases While Disabled or During a Suspension Period

Automatic Increases will not be added to Your Monthly Indemnity for any period in which You are Disabled or during a Suspension Period. If the Suspension Period ends, or You recover and We are no longer paying benefits or waiving premiums, then Automatic Increases will resume on the next Policy Anniversary and continue until the next Rider Review Date.

Any scheduled Automatic Increase will be forfeited during a period while premiums are being waived or during a Suspension Period.

This rider will terminate if You are Disabled on a Rider Review Date or the Rider Review Date occurs during a Suspension Period.

Rider Renewal

After a Rider Review Date and before the next Policy Anniversary, You may submit an application to renew this rider for the smallest of:

- another five Automatic Increases; or
- the number of Automatic Increases between your attained Age and Age 60, whichever is less; or
- the number of Automatic Increases which will not cause the Monthly Indemnity to exceed the maximum amount of allowable Monthly Indemnity, if any, available to You based on Our underwriting rules in effect at the time You apply for rider renewal.

If You apply to renew this rider, You must provide evidence of Your medical insurability, Income, occupation, employment and other insurance in force, applied for, or for which You are eligible. We may require additional evidence of financial insurability to renew this rider.

Your application to renew this rider will be underwritten in accordance with Our underwriting rules in effect at the time You apply for renewal to determine if You are eligible to renew this rider.

If benefits have been paid by Us under the Policy, You are not eligible to renew this rider.

Premium

There is no premium for this rider.

TERMINATION

Termination of the Automatic Benefit Enhancement

This rider will terminate on the date when the first of the following events occurs:

- We do not renew this rider; or
- You attain Age 60; or
- The date of Your refusal of a second consecutive Automatic Increase; or
- Any date on which Your Monthly Indemnity equals or exceeds the maximum amount of allowable Monthly Indemnity, if any, available to You based on Our underwriting rules in effect as of the Effective Date of the Policy; or

- On a Rider Review Date if You are Disabled; or
- On a Rider Review Date during a Suspension Period; or
- On the date the Policy terminates.

Berkshire Life Insurance Company of America

A handwritten signature in black ink, appearing to be "J. D. R.", written in a cursive style.

Secretary

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

PARTIAL DISABILITY BENEFIT RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Disability or Disabled

Disability or Disabled is amended to also include Partial Disability or Partially Disabled.

Partial Disability or Partially Disabled

Partial Disability or Partially Disabled means that You are not Totally Disabled and:

- You are Gainfully Employed; and
- Solely due to Injury or Sickness:
 - You are able to perform one or more, but not all, of the material and substantial duties of Your Occupation; or
 - You are unable to perform the material and substantial duties of Your Occupation for more than one-half of the time normally required.

Partial Indemnity

Partial Indemnity means the amount We will pay for each month of Partial Disability. It is one-half of the Monthly Indemnity, not to exceed Your Loss of Income.

PROVISIONS RELATING TO PARTIAL DISABILITY

Partial Disability Benefit

When You are Partially Disabled, We will pay the Partial Indemnity as follows:

- You must become Totally Disabled while the Policy is in force.
- You must remain Totally Disabled for the duration of the Elimination Period.
- After You have satisfied the Elimination Period, if You become Partially Disabled in the same claim before the end of the Benefit Period, Partial Indemnity will be payable at the end of each month while You remain Partially Disabled.

Partial Indemnity will stop at the end of six months, or the end of the Benefit Period, if earlier, or on the date You are no longer Partially Disabled.

We will not increase the Partial Indemnity because You are Partially Disabled from more than one cause at the same time.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date of the Policy.

TERMINATION

Termination of Partial Indemnity

The Partial Indemnity will no longer be payable on the date that the first of the following events occurs:

- You are no longer Partially Disabled; or
- You have received Partial Indemnity for six months in the same claim; or
- the Benefit Period ends; or
- the Expiration Date; or
- You become Totally Disabled; or
- this rider terminates.

Berkshire Life Insurance Company of America

A handwritten signature in black ink, appearing to be "J. D. R.", written in a cursive style.

Secretary

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

UNEMPLOYMENT WAIVER OF PREMIUM RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

DEFINITIONS

Unemployment Period

Unemployment Period means the 12-month period starting on the date of Your unemployment.

BENEFIT PROVISIONS

Unemployment Waiver of Premium Benefit

If You become unemployed and receive unemployment compensation for at least 60 consecutive days:

- We will refund that portion of any premium paid which applies to the Unemployment Period.
- We will then waive any later premiums that are due during the Unemployment Period. We will waive these premiums even if You return to Gainful Employment.

When the Unemployment Period ends, You are responsible for the pro rata portion of the premium for the remainder of the current Premium Term, and all premiums that fall due thereafter.

Premiums may not be waived for a subsequent Unemployment Period until 48 months have elapsed from the end of the previous Unemployment Period.

Conditions and Limitations

To receive the Unemployment Waiver of Premium Benefit, You must satisfy all of the following conditions:

- You must notify Us in writing within 90 days of the date on which You become unemployed.
- You must provide Us with a determination letter from the state or federal agency responsible for administering unemployment benefits. This letter must indicate that You qualify for unemployment compensation.
- You must provide proof that You have been receiving such compensation for at least 60 consecutive days.

If You become Disabled while premiums are being waived by reason of unemployment, You will remain eligible for benefits under the terms and conditions of the Policy.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after You are Age 60.

Berkshire Life Insurance Company of America



Secretary

CATASTROPHIC DISABILITY BENEFIT RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Accumulation Period

The Accumulation Period for this rider is shown in the Schedule Page. It is a period of consecutive days that begins on the first day that You are Catastrophically Disabled and during which the Elimination Period must be satisfied.

Activities of Daily Living

Activities of Daily Living means Bathing, Dressing, Eating, Transferring, Toileting and Continence:

- **Bathing** means the ability to bathe, either in a tub or shower or by sponge bath, with or without adaptive devices, including the task of getting into or out of the tub or shower.
- **Dressing** means the ability to put on and take off all items of clothing, and any medically necessary braces, fasteners or other equipment or prosthetic devices You usually wear.
- **Eating** means the ability to get nourishment into Your body by any means, including intravenously or by a feeding tube.
- **Transferring** means the ability to move in and out of a chair or bed with or without equipment such as canes or quad canes, walkers, crutches, grab bars, or other support devices including mechanical or motorized devices.
- **Toileting** means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- **Continence** means the ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene including caring for a catheter or colostomy bag.

Catastrophic Disability Adjustment Factor

Catastrophic Disability Adjustment Factor is equal to 1.03.

Catastrophic Disability Indemnity

The Catastrophic Disability Indemnity is shown in the Schedule Page. It is the amount We will pay for each month of Catastrophic Disability.

Catastrophic Disability Review Date

Catastrophic Disability Review Date means the recurrence each year of the date on which You were first Catastrophically Disabled in the same claim.

Catastrophic Disability or Catastrophically Disabled

Catastrophic Disability or Catastrophically Disabled means that, due to Injury or Sickness, You are:

- unable to perform two or more of the Activities of Daily Living without Human Standby Assistance; or
- Cognitively Impaired; or
- Irrecoverably Disabled.

Cognitive Impairment or Cognitively Impaired

Cognitive Impairment or Cognitively Impaired means You have suffered a severe deterioration or loss in Your cognitive capacity which requires Substantial Supervision to protect You or others from threats to health and safety.

Substantial Supervision means the continual supervision by another person that may include physical assistance, cueing by verbal prompting, gestures, or other similar demonstrations.

The Cognitive Impairment must result from Injury, Sickness, Alzheimer's Disease, senility or irreversible dementia, and must be supported by reliable clinical evidence and standardized tests that reliably measure Your impairment in:

- short or long term memory;
- Your orientation as to person (such as who You are), place (such as Your location) and time (such as day, date and year); and
- deductive or abstract reasoning.

Disability or Disabled

Disability or Disabled is amended to also include Catastrophic Disability or Catastrophically Disabled.

Elimination Period

The Elimination Period for this rider is shown in the Schedule Page. The Elimination Period is the number of days that must elapse before benefits become payable. The Elimination Period starts on the first day that You are Catastrophically Disabled. You must be Catastrophically Disabled from the same cause or a different cause for this entire period. The days within this period need not be consecutive, but they must occur within the Accumulation Period. Benefits will not accrue or be payable during the Elimination Period.

Human Standby Assistance

Human Standby Assistance means the presence of another person within arm's reach of You that is necessary to prevent, by physical intervention, injury to You in the performance of an Activity of Daily Living or to provide cueing by verbal prompting to assist You in the performance of an Activity of Daily Living.

Irrecoverable Disability or Irrecoverably Disabled

Irrecoverable Disability or Irrecoverably Disabled means that, even if You are Gainfully Employed, Injury or Sickness results in your total, complete, and irrecoverable loss of:

- the sight in both eyes;
- hearing in both ears;
- speech; or
- the use of both hands, both feet, or one hand and one foot, in their entirety.

Maximum Monthly Catastrophic Disability Indemnity

Maximum Monthly Catastrophic Disability Indemnity is equal to two times the Catastrophic Disability Indemnity shown in the Schedule Page.

PROVISIONS RELATING TO CATASTROPHIC DISABILITY BENEFIT

Catastrophic Disability Benefit

When You are Catastrophically Disabled, We will pay the Catastrophic Disability Indemnity as follows:

- You must become Catastrophically Disabled while the Policy is in force.
- You must satisfy the Elimination Period for this rider.
- After You have satisfied the Elimination Period for this rider, the Catastrophic Disability Indemnity will be payable at the end of each month while You remain Catastrophically Disabled.
- Benefits for Catastrophic Disability will stop at the end of the Benefit Period or, if earlier, on the date You are no longer Catastrophically Disabled.

We will not increase the Catastrophic Disability Indemnity because You are Catastrophically Disabled from more than one cause at the same time.

Cost of Living Adjustment of the Catastrophic Disability Indemnity

At the end of each 12 months while You are Catastrophically Disabled, We will adjust Your Catastrophic Disability Indemnity as follows:

- On each Catastrophic Disability Review Date, We will determine Your adjusted Catastrophic Disability Indemnity for the next 12 months by multiplying the Catastrophic Disability Indemnity paid immediately prior to the Catastrophic Disability Review Date by the Catastrophic Disability Adjustment Factor;
- the adjusted Catastrophic Disability Indemnity may not exceed the Maximum Monthly Catastrophic Disability Indemnity; and
- benefits for a Catastrophic Disability are not subject to any other cost of living adjustments under the Policy.

Irrecoverable Disability Benefit

If You are Irrecoverably Disabled, We will pay benefits as follows:

- We will waive the unexpired portion of the Elimination Period for the Policy and this rider, and benefits start to accrue from the date of Your Irrecoverable Disability; and
- the Catastrophic Disability Indemnity will be paid for as long as your Irrecoverable Disability continues, but not longer than the Benefit Period.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date.

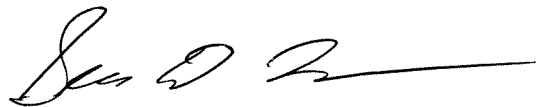
TERMINATION

Termination of the Catastrophic Disability Benefit

The Catastrophic Disability Indemnity will no longer be payable on the date that the first of the following events occurs:

- You are no longer Catastrophically Disabled; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America



Secretary

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

6% MAXIMUM COST OF LIVING ADJUSTMENT RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Cost of Living Adjustment Factor

Cost of Living Adjustment Factor is determined by dividing the CPI-U for the Current Index Month by the CPI-U for the Original Index Month. The Cost of Living Adjustment Factor will never be less than 1.00.

CPI-U

CPI-U means the Consumer Price Index for All Urban Consumers, or any later replacement for it, as published by the Bureau of Labor Statistics of the United States Department of Labor.

Current Index Month

Current Index Month means the anniversary of the Original Index Month immediately preceding the Review Date.

Incremental Monthly Indemnity

Incremental Monthly Indemnity means the difference between the adjusted Monthly Indemnity in effect on the last Review Date before Your claim ends and the Monthly Indemnity as shown in the Schedule Page.

Maximum Increase Percent

Maximum Increase Percent is the compounded percentage rate that is used to determine the maximum amount of adjusted Monthly Indemnity for which You are eligible. The Maximum Increase Percent is 6.00%.

Minimum Increase Percent

Minimum Increase Percent is the compounded percentage rate that is used to determine the minimum amount of adjusted Monthly Indemnity for which You are eligible. The Minimum Increase Percent is 3.00%.

Original Index Month

Original Index Month means the calendar month 90 days before the date on which You were first Disabled in the same claim.

Review Date

Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

Cost of Living Adjustment

On the Review Date while benefits are payable, We will adjust the Monthly Indemnity for the next 12 months to reflect any changes in cost of living since the start of claim. We will compute the adjusted Monthly Indemnity by multiplying the Monthly Indemnity by the Cost of Living Adjustment Factor. The adjusted Monthly Indemnity will apply to the 12-month period that follows the Review Date while You remain Disabled in the same claim.

Any adjustment to the Monthly Indemnity may vary from year to year as the CPI-U rises or falls in relation to the Original Index Month. The adjustment to the Monthly Indemnity will never be:

- more than the amount We would pay if the CPI-U had risen each year exactly by the Maximum Increase Percent; or
- less than the amount We would pay if the CPI-U had risen each year exactly by the Minimum Increase Percent.

If You are no longer Disabled and We are no longer paying benefits under the Policy, We will increase the Monthly Indemnity of the Policy by the Incremental Monthly Indemnity, if any, determined on the last Review Date, if:

- You have not attained Age 60; and
- the Incremental Monthly Indemnity is at least \$200.

There will be no extra premium charge for the Incremental Monthly Indemnity until the Expiration Date.

Adjusted Monthly Indemnity After the Expiration Date

At the time You first renew the Policy after the Expiration Date, You may choose one of the following amounts of Monthly Indemnity for any claim for Total Disability that begins after that date:

- the Monthly Indemnity shown in the Schedule Page; or
- the increased indemnity, if any, last created by this rider.

We will base Your premium after the Expiration Date on the amount of Monthly Indemnity You select. You must meet all the conditions in the Policy for renewal after the Expiration Date.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date.

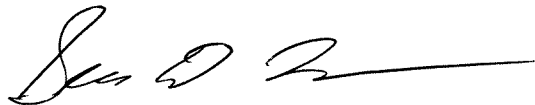
TERMINATION

Termination of Cost of Living Adjustment

We will adjust the Monthly Indemnity on each Review Date until the first of the following events occurs:

- benefits are no longer being paid under the Policy for Your Disability; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America



Secretary

FOUR-YEAR DELAYED COST OF LIVING ADJUSTMENT RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Cost of Living Adjustment Factor

The Cost of Living Adjustment Factor is 1.03.

Incremental Monthly Indemnity

Incremental Monthly Indemnity means the difference between the adjusted Monthly Indemnity in effect on the last Review Date before Your claim ends and the Monthly Indemnity as shown in the Schedule Page.

Review Date

The first Review Date will be on the fourth anniversary of the date You were first Disabled in the same claim. Thereafter, the Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

Adjustment of the Monthly Indemnity

On the Review Date while benefits are payable, We will adjust the Monthly Indemnity on a compound interest basis as follows: We will determine Your adjusted Monthly Indemnity for the next 12 months by multiplying the Monthly Indemnity in effect immediately prior to the Review Date by the Cost of Living Adjustment Factor.

If You are no longer Disabled and We are no longer paying benefits under the Policy, We will increase the Monthly Indemnity of the Policy by the Incremental Monthly Indemnity, if any, determined on the last Review Date, if:

- You have not attained Age 60; and
- the Incremental Monthly Indemnity is at least \$200.

There will be no extra premium charge for the Incremental Monthly Indemnity until the Expiration Date.

Adjusted Monthly Indemnity After the Expiration Date

At the time You first renew the Policy after the Expiration Date, You may choose one of the following amounts of Monthly Indemnity for any claim for Total Disability that begins after that date:

- the Monthly Indemnity shown in the Schedule Page; or
- the increased indemnity, if any, last created by this rider.

We will base Your premium after the Expiration Date on the amount of Monthly Indemnity You select. You must meet all the conditions in the Policy for renewal after the Expiration Date.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date.

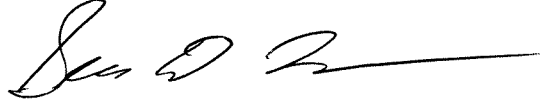
TERMINATION

Termination of Cost of Living Adjustment

We will adjust the Monthly Indemnity on each Review Date until the first of the following events occurs:

- benefits are no longer being paid under the Policy for Your Disability; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America

A handwritten signature in black ink, appearing to be "John D. [unclear]", written in a cursive style.

Secretary

GRADED LIFETIME INDEMNITY FOR TOTAL DISABILITY RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Lifetime Indemnity

The Lifetime Indemnity is the amount We will pay to You each month while You remain continuously Totally Disabled in the same claim after the Expiration Date of the Policy. Lifetime Indemnity is equal to the Monthly Indemnity that was payable for Total Disability in the last month of the Benefit Period multiplied by the Lifetime Indemnity Percentage.

Lifetime Indemnity Percentage

Lifetime Indemnity Percentage is determined based upon the following table:

<u>If Your continuous Total Disability started:</u>	<u>The Lifetime Indemnity Percentage is:</u>
Prior to Age 46	100%
At or after Age 46, but before Age 47	95%
At or after Age 47, but before Age 48	90%
At or after Age 48, but before Age 49	85%
At or after Age 49, but before Age 50	80%
At or after Age 50, but before Age 51	75%
At or after Age 51, but before Age 52	70%
At or after Age 52, but before Age 53	65%
At or after Age 53, but before Age 54	60%
At or after Age 54, but before Age 55	55%
At or after Age 55, but before Age 56	50%
At or after Age 56, but before Age 57	45%
At or after Age 57, but before Age 58	40%
At or after Age 58, but before Age 59	35%
At or after Age 59, but before Age 60	30%
At or after Age 60, but before Age 61	25%
At or after Age 61, but before Age 62	20%
At or after Age 62, but before Age 63	15%
At or after Age 63, but before Age 64	10%
At or after Age 64, but before Age 65	5%
At or after Age 65	0%

PROVISIONS RELATING TO LIFETIME INDEMNITY

Lifetime Indemnity Total Disability Benefit

This rider provides a Lifetime Indemnity for Total Disability beyond the end of the Benefit Period. We will pay the Lifetime Indemnity at the end of each month during Your continuous Total Disability, for the rest of your life if:

- You become Totally Disabled while the Policy is in force; and
- We paid Total Disability benefits under the Policy until the Expiration Date or the end of the Benefit Period, whichever is later; and

- You remain continuously Totally Disabled in the same claim from the same or directly related cause or causes after the Expiration Date or the end of the Benefit Period, whichever is later; and
- You continue to satisfy all of the terms and conditions of the Policy.

We will not increase the Lifetime Indemnity because You are Totally Disabled from more than one cause at the same time.

This rider does not extend the Benefit Period for the Policy or for any other rider included with the Policy. Lifetime Indemnity will not be payable under this rider for any period for which benefits are payable under the Total Disability Benefit provision of the Policy.

This rider does not extend the Maximum Benefit Period for Mental and/or Substance-Related Disorders as shown in the Schedule Page.

Proof of Loss

In addition to any Proof of Loss required by the Policy, You must continue to provide Us with written Proof of Loss necessary to establish that You remain continuously Totally Disabled.

Premium and Renewal

The premium for this rider is shown in the schedule page. You may not renew this rider after the Expiration Date of the Policy.

TERMINATION

Termination of the Lifetime Indemnity Total Disability Benefit

Benefits payable under this rider will no longer be payable when the first of the following occurs:

- You are no longer continuously Totally Disabled in the same claim from the same or directly related cause or causes; or
- Your death.

Termination of this Rider

This rider will terminate when the first of the following events occurs:

- You attain Age 65 and You are not Totally Disabled; or
- the premium for this rider remains unpaid for more than 31 days; or
- the date of Your written request to terminate this rider; or
- when Lifetime Indemnity is no longer payable.

Berkshire Life Insurance Company of America



Secretary

RETIREMENT PROTECTION PLUS (RPP) DISABILITY BENEFIT RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Accumulation Period

The Accumulation Period for this rider is shown in the Schedule Page. It is an uninterrupted period of consecutive days that begins on the first day that You are Totally Disabled and not Gainfully Employed, and during which the Elimination Period must be satisfied.

Elimination Period

The Elimination Period for this rider is shown in the Schedule Page. The Elimination Period is the number of days that must elapse before benefits become payable. The Elimination Period starts on the first day that You are Totally Disabled and not Gainfully Employed. You must be Totally Disabled and not Gainfully Employed, from the same cause or a different cause for this entire period. The days within this period need not be consecutive, but they must occur within the Accumulation Period. Benefits will not accrue or be payable during the Elimination Period.

RPP Monthly Indemnity

RPP Monthly Indemnity is shown in the Schedule Page. It is the amount We will pay to the Trustee for each month You are Totally Disabled and not Gainfully Employed.

Trust

Trust means the irrevocable trust account established by You into which the RPP Monthly Indemnity will be paid.

Trustee

The Trustee is responsible for the administration of the Trust. If a successor Trustee is required, one will be named by Us.

PROVISIONS RELATING TO THE RPP BENEFIT

This rider provides an RPP Benefit if You are Totally Disabled and not Gainfully Employed.

During a period of Disability, the premium for this rider will be waived if premiums are then being waived for the Policy to which this rider is attached.

The RPP Monthly Indemnity, Elimination Period, Accumulation Period, Benefit Period, Expiration Date and the annual premium for this rider are shown in the Schedule Page.

RPP Benefit

When You are Totally Disabled and not Gainfully Employed, We will pay the RPP Monthly Indemnity as follows:

- You must become Totally Disabled while the Policy is in force.
- You must have executed any documents that may be necessary to establish the Trust and to facilitate payment of the RPP Monthly Indemnity.
- You must satisfy the Elimination Period of this rider.

- After You have satisfied the Elimination Period of this rider, RPP Monthly Indemnity will be payable at the end of each month while You are Totally Disabled and not Gainfully Employed.
- The RPP Monthly Indemnity is paid into the Trust established for this purpose.

We will not increase the RPP Monthly Indemnity because You are Totally Disabled from more than one cause at the same time.

Distribution of Trust Assets

Trust assets will be distributed in accordance with the terms of the Trust.

Premium and Renewal

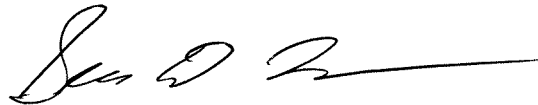
The premium for this rider is shown in the Schedule Page. You may not renew this rider after Age 65.

TERMINATION**Termination of the RPP Benefit**

The RPP Monthly Indemnity will no longer be payable on the date that the first of the following events occurs:

- You are no longer Totally Disabled; or
- You become Gainfully Employed; or
- the Benefit Period ends; or
- You attain Age 65; or
- this rider terminates.

Berkshire Life Insurance Company of America

A handwritten signature in black ink, appearing to be "J. D. R.", written in a cursive style.

Secretary

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

RESIDUAL DISABILITY BENEFIT RIDER

As of the Effective Date shown below, this rider is attached to the Policy. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

Policy Number:

Insured:

Effective Date of this rider:

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

CPI-U

CPI-U means the Consumer Price Index for All Urban Consumers, or any later replacement of it, as published by the United States Department of Labor.

Current Index Month

Current Index Month means the anniversary of the Original Index Month immediately preceding the Review Date.

Disability or Disabled

Disability or Disabled is amended to also include Residual Disability or Residually Disabled.

Loss of Income Indemnity

The Loss of Income Indemnity is the amount that We will pay each month for the first 12 months that You are eligible for a Residual Disability benefit in the same claim.

Original Index Month

Original Index Month means the calendar month 90 days before the date on which You were first Disabled in the same claim.

Residual Disability or Residually Disabled

Residual Disability or Residually Disabled means that You are Gainfully Employed and are not Totally Disabled under the terms of the Policy but, solely because of Injury or Sickness, Your Loss of Income is at least 15% of Your Prior Income.

Residual Indemnity

Residual Indemnity means the amount We will pay each month if you continue to be Residually Disabled in the same claim after the Loss of Income Indemnity has been paid for 12 months. It is a percentage of the Monthly Indemnity.

Review Date

Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO RESIDUAL DISABILITY

Residual Disability Benefit

When You are Residually Disabled, We will pay a monthly benefit as follows:

- You must become Disabled while the Policy is in force.

- You must satisfy the Elimination Period.
- After You have satisfied the Elimination Period, a Residual Disability benefit will be payable at the end of each month while You are Residually Disabled.

For each month of the first 12 months that You are eligible for a Residual Disability benefit in the same claim, We will pay a Loss of Income Indemnity. The Loss of Income Indemnity is equal to Your Loss of Income less any individual disability insurance benefits You are receiving, or that You are eligible to receive, from Us and all other insurance companies, on policies that are in force on or before the Effective Date of this rider. In no event will the Loss of Income Indemnity exceed Your Monthly Indemnity.

If you continue to be Residually Disabled in the same claim after the Loss of Income Indemnity has been paid for 12 months, We will pay a Residual Indemnity.

Residual Indemnity will be determined by the formula (a) divided by (b) multiplied by (c), where:

- (a) is Your Loss of Income for the month in which You are Residually Disabled; and
- (b) is Your Prior Income; and
- (c) is the Monthly Indemnity.

If Your Loss of Income is more than 75% of Prior Income in any month of Residual Disability while Residual Indemnity is payable, We will deem such loss to be 100%.

We will not increase the Residual Disability benefit because You are Disabled from more than one cause at the same time.

Recovery

Even if You have recovered from the Injury or Sickness that caused Residual Disability, We will continue to consider You Residually Disabled so long as Your Loss of Income is still at least 15% of Your Prior Income and such Loss of Income is solely because of Injury or Sickness.

Adjustment of Prior Income and Prior Business Expenses

On the Review Date while benefits are payable, We will adjust Your Prior Income and Prior Business Expenses for the next 12 months to reflect any changes in cost of living since the start of claim. We will compute the adjusted Prior Income and Prior Business Expenses by multiplying each by the actual percentage change in the CPI-U between the Current Index Month and the Original Index Month. The adjusted Prior Income and adjusted Prior Business Expenses will apply to the 12-month period that follows the Review Date and will be used to determine Your Loss of Income.

The adjustment to Prior Income and Prior Business Expenses may vary from year to year as the CPI-U rises or falls in relation to the Original Index Month. We will make no change that would reduce Prior Income or Prior Business Expenses below what they were at the start of claim.

We will adjust the Prior Income and Prior Business Expenses on each Review Date until the first of the following events occurs:

- the Benefit Period ends; or
- this rider terminates.

Proof of Loss

In addition to any Proof of Loss required by the Policy, You must provide Us with written Proof of Loss necessary to establish that Your Loss of Income is solely the result of Your Disability.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date of the Policy.

Incontestable

This rider will be incontestable as to the statements, except fraudulent statements, contained in the application for this rider after it has been in force for two years during Your lifetime from the Effective Date of this rider, excluding any period during which You are Disabled. No claim for a loss incurred or Disability that begins after two years from this date, excluding any period during which You are Disabled, will be reduced or denied because a sickness or physical condition existed prior to the Effective Date of this rider. This assumes that such sickness or physical condition was not excluded from Coverage by name or description under the Policy.

In the event of a reinstatement, this rider will be incontestable as to statements made by You, except fraudulent statements, contained in the application for reinstatement of the Policy after it has been in force for a period of two years following the date the Policy was reinstated, excluding any period during which You are Disabled.

TERMINATION**Termination of the Residual Disability Benefit**

Benefits for Residual Disability will no longer be payable on the date that the first of the following events occurs:

- You are no longer Residually Disabled;
- Your Loss of Income is no longer solely the result of Injury or Sickness;
- the first month in which Your Loss of Income is less than 15% of Your Prior Income;
- You become Totally Disabled;
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America

A handwritten signature in black ink, appearing to be "S. O. R.", written in a cursive style.

Secretary

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

3% COMPOUND COST OF LIVING ADJUSTMENT RIDER

As of the Effective Date shown below, this rider is attached to the Policy. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

Policy Number:

Insured:

Effective Date of this rider:

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Cost of Living Adjustment Factor

The Cost of Living Adjustment Factor is 1.03.

Incremental Monthly Indemnity

Incremental Monthly Indemnity means the difference between the adjusted Monthly Indemnity in effect on the last Review Date before Your claim ends and the Monthly Indemnity as shown in the Schedule Page.

Review Date

Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

Adjustment of the Monthly Indemnity

On the Review Date while benefits are payable, We will adjust the Monthly Indemnity on a compound interest basis as follows: We will determine Your adjusted Monthly Indemnity for the next 12 months by multiplying the Monthly Indemnity in effect immediately prior to the Review Date by the Cost of Living Adjustment Factor.

If You are no longer Disabled and We are no longer paying benefits under the Policy, We will increase the Monthly Indemnity of the Policy by the Incremental Monthly Indemnity, if any, determined on the last Review Date, if:

- You have not attained Age 60; and
- the Incremental Monthly Indemnity is at least \$200.

There will be no extra premium charge for the Incremental Monthly Indemnity until the Expiration Date.

Adjusted Monthly Indemnity After the Expiration Date

At the time You first renew the Policy after the Expiration Date, You may choose one of the following amounts of Monthly Indemnity for any claim for Total Disability that begins after that date:

- the Monthly Indemnity shown in the Schedule Page; or
- the increased indemnity, if any, last created by this rider.

We will base Your premium after the Expiration Date on the amount of Monthly Indemnity You select. You must meet all the conditions in the Policy for renewal after the Expiration Date.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date.

Incontestable

This rider will be incontestable as to the statements, except fraudulent statements, contained in the application for this rider after it has been in force for two years during Your lifetime from the Effective Date of this rider, excluding any period during which You are Disabled. No claim for a loss incurred or Disability that begins after two years from this date, excluding any period during which You are Disabled, will be reduced or denied because a sickness or physical condition existed prior to the Effective Date of this rider. This assumes that such sickness or physical condition was not excluded from Coverage by name or description under the Policy.

In the event of a reinstatement, this rider will be incontestable as to statements made by You, except fraudulent statements, contained in the application for reinstatement of the Policy after it has been in force for a period of two years following the date the Policy was reinstated, excluding any period during which You are Disabled.

TERMINATION**Termination of Cost of Living Adjustment**

We will adjust the Monthly Indemnity on each Review Date until the first of the following events occurs:

- benefits are no longer being paid under the Policy for Your Disability; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America



Secretary

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

CATASTROPHIC DISABILITY BENEFIT RIDER

As of the Effective Date shown below, this rider is attached to the Policy. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

Policy Number:

Insured:

Effective Date of this rider:

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Accumulation Period

The Accumulation Period for this rider is shown in the Schedule Page. It is a period of consecutive days that begins on the first day that You are Catastrophically Disabled and during which the Elimination Period must be satisfied.

Activities of Daily Living

Activities of Daily Living means Bathing, Dressing, Eating, Transferring, Toileting and Continence:

- **Bathing** means the ability to bathe, either in a tub or shower or by sponge bath, with or without adaptive devices, including the task of getting into or out of the tub or shower.
- **Dressing** means the ability to put on and take off all items of clothing, and any medically necessary braces, fasteners or other equipment or prosthetic devices You usually wear.
- **Eating** means the ability to get nourishment into Your body by any means, including intravenously or by a feeding tube.
- **Transferring** means the ability to move in and out of a chair or bed with or without equipment such as canes or quad canes, walkers, crutches, grab bars, or other support devices including mechanical or motorized devices.
- **Toileting** means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- **Continence** means the ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene including caring for a catheter or colostomy bag.

Catastrophic Disability Adjustment Factor

Catastrophic Disability Adjustment Factor is equal to 1.03.

Catastrophic Disability Indemnity

The Catastrophic Disability Indemnity is shown in the Schedule Page. It is the amount We will pay for each month of Catastrophic Disability.

Catastrophic Disability Review Date

Catastrophic Disability Review Date means the recurrence each year of the date on which You were first Catastrophically Disabled in the same claim.

Catastrophic Disability or Catastrophically Disabled

Catastrophic Disability or Catastrophically Disabled means that, due to Injury or Sickness, You are:

- unable to perform two or more of the Activities of Daily Living without Human Standby Assistance; or
- Cognitively Impaired; or
- Irrecoverably Disabled.

Cognitive Impairment or Cognitively Impaired

Cognitive Impairment or Cognitively Impaired means You have suffered a severe deterioration or loss in Your cognitive capacity which requires Substantial Supervision to protect You or others from threats to health and safety.

Substantial Supervision means the continual supervision by another person that may include physical assistance, cueing by verbal prompting, gestures, or other similar demonstrations.

The Cognitive Impairment must result from Injury, Sickness, Alzheimer's Disease, senility or irreversible dementia, and must be supported by reliable clinical evidence and standardized tests that reliably measure Your impairment in:

- short or long term memory;
- Your orientation as to person (such as who You are), place (such as Your location) and time (such as day, date and year); and
- deductive or abstract reasoning.

Disability or Disabled

Disability or Disabled is amended to also include Catastrophic Disability or Catastrophically Disabled.

Elimination Period

The Elimination Period for this rider is shown in the Schedule Page. The Elimination Period is the number of days that must elapse before benefits become payable. The Elimination Period starts on the first day that You are Catastrophically Disabled. You must be Catastrophically Disabled from the same cause or a different cause for this entire period. The days within this period need not be consecutive, but they must occur within the Accumulation Period. Benefits will not accrue or be payable during the Elimination Period.

Human Standby Assistance

Human Standby Assistance means the presence of another person within arm's reach of You that is necessary to prevent, by physical intervention, injury to You in the performance of an Activity of Daily Living or to provide cueing by verbal prompting to assist You in the performance of an Activity of Daily Living.

Irrecoverable Disability or Irrecoverably Disabled

Irrecoverable Disability or Irrecoverably Disabled means that, even if You are Gainfully Employed, Injury or Sickness results in your total, complete, and irrecoverable loss of:

- the sight in both eyes;
- hearing in both ears;
- speech; or
- the use of both hands, both feet, or one hand and one foot, in their entirety.

Maximum Monthly Catastrophic Disability Indemnity

Maximum Monthly Catastrophic Disability Indemnity is equal to two times the Catastrophic Disability Indemnity shown in the Schedule Page.

PROVISIONS RELATING TO CATASTROPHIC DISABILITY BENEFIT

Catastrophic Disability Benefit

When You are Catastrophically Disabled, We will pay the Catastrophic Disability Indemnity as follows:

- You must become Catastrophically Disabled while the Policy is in force.
- You must satisfy the Elimination Period for this rider.
- After You have satisfied the Elimination Period for this rider, the Catastrophic Disability Indemnity will be payable at the end of each month while You remain Catastrophically Disabled.
- Benefits for Catastrophic Disability will stop at the end of the Benefit Period or, if earlier, on the date You are no longer Catastrophically Disabled.

We will not increase the Catastrophic Disability Indemnity because You are Catastrophically Disabled from more than one cause at the same time.

Cost of Living Adjustment of the Catastrophic Disability Indemnity

At the end of each 12 months while You are Catastrophically Disabled, We will adjust Your Catastrophic Disability Indemnity as follows:

- On each Catastrophic Disability Review Date, We will determine Your adjusted Catastrophic Disability Indemnity for the next 12 months by multiplying the Catastrophic Disability Indemnity paid immediately prior to the Catastrophic Disability Review Date by the Catastrophic Disability Adjustment Factor;
- the adjusted Catastrophic Disability Indemnity may not exceed the Maximum Monthly Catastrophic Disability Indemnity; and
- benefits for a Catastrophic Disability are not subject to any other cost of living adjustments under the Policy.

Irrecoverable Disability Benefit

If You are Irrecoverably Disabled, We will pay benefits as follows:

- We will waive the unexpired portion of the Elimination Period for the Policy and this rider, and benefits start to accrue from the date of Your Irrecoverable Disability; and
- the Catastrophic Disability Indemnity will be paid for as long as your Irrecoverable Disability continues, but not longer than the Benefit Period.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date.

Incontestable

This rider will be incontestable as to the statements, except fraudulent statements, contained in the application for this rider after it has been in force for two years during Your lifetime from the Effective Date of this rider, excluding any period during which You are Disabled. No claim for a loss incurred or Disability that begins after two years from this date, excluding any period during which You are Disabled, will be reduced or denied because a sickness or physical condition existed prior to the Effective Date of this rider. This assumes that such sickness or physical condition was not excluded from Coverage by name or description under the Policy.

In the event of a reinstatement, this rider will be incontestable as to statements made by You, except fraudulent statements, contained in the application for reinstatement of the Policy after it has been in force for a period of two years following the date the Policy was reinstated, excluding any period during which You are Disabled.

TERMINATION

Termination of the Catastrophic Disability Benefit

The Catastrophic Disability Indemnity will no longer be payable on the date that the first of the following events occurs:

- You are no longer Catastrophically Disabled; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America

A handwritten signature in black ink, appearing to be "S. D. R.", written in a cursive style.

Secretary

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

ADDITIONAL MONTHLY BENEFIT RIDER

As of the Effective Date shown below, this rider is attached to the Policy. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following definition:

DEFINITIONS

Pre-existing Condition

Pre-existing Condition means a physical or mental condition:

- that was misrepresented or not disclosed in Your application for this rider; and
- for which You received professional medical advice, diagnosis or treatment within two years before the Effective Date of this rider; or
- that caused symptoms within one year before the Effective Date of this rider for which a prudent person would usually seek professional medical advice, diagnosis or treatment.

The Policy is amended by adding or changing the following provisions:

PROVISION RELATING TO ADDITIONAL MONTHLY BENEFIT

This rider provides an additional Monthly Indemnity. The Issue Age, Monthly Indemnity, Elimination Period, Accumulation Period, Benefit Period, Expiration Date and the annual premium for this rider are shown in the Schedule Page and below.

Policy Number:

Insured:

Effective Date:

Issue <u>Age</u>	Monthly <u>Indemnity</u>	Elimination <u>Period</u>	Accumulation <u>Period</u>	Benefit <u>Period</u>	Expiration <u>Date</u>	Annual <u>Premium</u>
	\$	days	days			\$

The Maximum Benefit Period for Mental and/or Substance-Related Disorders is shown in the Schedule Page.

The premium for this rider will be based on the rates in effect on the Effective Date of this rider. The premium will be based on the following factors:

- the Monthly Indemnity of this rider; and
- Your Age on the Effective Date; and
- the Class of Risk and Occupation Class of the Policy to which this rider is attached; and
- any special class rating that applies to the Policy to which this rider is attached; and
- any rider that is attached to the Policy that adjusts or determines a benefit based upon Monthly Indemnity.

Incontestable

This rider will be incontestable as to the statements, except fraudulent statements, contained in the application for this rider after it has been in force for two years during Your lifetime from the Effective Date of this rider, excluding any period during which You are Disabled. No claim for a loss incurred or Disability that begins after two years from this date, excluding any period during which You are Disabled, will be reduced or denied because a sickness or physical condition existed prior to the Effective Date of this rider. This assumes that such sickness or physical condition was not excluded from Coverage by name or description under the Policy.

In the event of a reinstatement, this rider will be incontestable as to statements made by You, except fraudulent statements, contained in the application for reinstatement of the Policy after it has been in force for a period of two years following the date the Policy was reinstated, excluding any period during which You are Disabled.

Pre-existing Condition Limitation

We will not cover any loss that begins in the first two years after the Effective Date of this rider from a Pre-existing Condition.

TERMINATION**Termination of this Rider**

This rider will terminate when the first of the following events occurs:

- the Expiration Date of this rider; or
- the premium for this rider remains unpaid for more than 31 days; or
- the date of Your written request to terminate this rider; or
- the Policy terminates.

Berkshire Life Insurance Company of America



Secretary

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

ADDITIONAL MONTHLY BENEFIT RIDER

As of the Effective Date shown below, this rider is attached to the Policy. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

PROVISION RELATING TO ADDITIONAL MONTHLY BENEFIT

This rider provides an additional Monthly Indemnity. The Issue Age, Monthly Indemnity, Elimination Period, Accumulation Period, Benefit Period, Expiration Date and the annual premium for this rider are shown in the Schedule Page and below.

Policy Number:

Insured:

Effective Date:

<u>Issue Age</u>	<u>Monthly Indemnity</u>	<u>Elimination Period</u>	<u>Accumulation Period</u>	<u>Benefit Period</u>	<u>Expiration Date</u>	<u>Annual Premium</u>
	\$	days	days			\$

The Maximum Benefit Period for Mental and/or Substance-Related Disorders is shown in the Schedule Page.

The premium for this rider will be based on the rates in effect on the Effective Date of this rider. The premium will be based on the following factors:

- the Monthly Indemnity of this rider; and
- Your Age on the Effective Date; and
- the Class of Risk and Occupation Class of the Policy to which this rider is attached; and
- any special class rating that applies to the Policy to which this rider is attached; and
- any rider that is attached to the Policy that adjusts or determines a benefit based upon Monthly Indemnity.

Incontestable

This rider will be incontestable as to the statements, except fraudulent statements, contained in the application for this rider after it has been in force for two years during Your lifetime from the Effective Date of this rider, excluding any period during which You are Disabled.

In the event of a reinstatement, this rider will be incontestable as to statements made by You, except fraudulent statements, contained in the application for reinstatement of the Policy after it has been in force for a period of two years following the date the Policy was reinstated, excluding any period during which You are Disabled.

TERMINATION

Termination of this Rider

This rider will terminate when the first of the following events occurs:

- the Expiration Date of this rider; or
- the premium for this rider remains unpaid for more than 31 days; or
- the date of Your written request to terminate this rider; or
- the Policy terminates.

Berkshire Life Insurance Company of America



Secretary

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700 South Street
Pittsfield, MA 01201

6% MAXIMUM COST OF LIVING ADJUSTMENT RIDER

As of the Effective Date shown below, this rider is attached to the Policy. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

Policy Number:

Insured:

Effective Date of this rider:

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Cost of Living Adjustment Factor

Cost of Living Adjustment Factor is determined by dividing the CPI-U for the Current Index Month by the CPI-U for the Original Index Month. The Cost of Living Adjustment Factor will never be less than 1.00.

CPI-U

CPI-U means the Consumer Price Index for All Urban Consumers, or any later replacement for it, as published by the Bureau of Labor Statistics of the United States Department of Labor.

Current Index Month

Current Index Month means the anniversary of the Original Index Month immediately preceding the Review Date.

Incremental Monthly Indemnity

Incremental Monthly Indemnity means the difference between the adjusted Monthly Indemnity in effect on the last Review Date before Your claim ends and the Monthly Indemnity as shown in the Schedule Page.

Maximum Increase Percent

Maximum Increase Percent is the compounded percentage rate that is used to determine the maximum amount of adjusted Monthly Indemnity for which You are eligible. The Maximum Increase Percent is 6.00%.

Minimum Increase Percent

Minimum Increase Percent is the compounded percentage rate that is used to determine the minimum amount of adjusted Monthly Indemnity for which You are eligible. The Minimum Increase Percent is 3.00%.

Original Index Month

Original Index Month means the calendar month 90 days before the date on which You were first Disabled in the same claim.

Review Date

Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

Cost of Living Adjustment

On the Review Date while benefits are payable, We will adjust the Monthly Indemnity for the next 12 months to reflect any changes in cost of living since the start of claim. We will compute the adjusted Monthly Indemnity by multiplying the Monthly Indemnity by the Cost of Living Adjustment Factor. The adjusted Monthly Indemnity will apply to the 12-month period that follows the Review Date while You remain Disabled in the same claim.

Any adjustment to the Monthly Indemnity may vary from year to year as the CPI-U rises or falls in relation to the Original Index Month. The adjustment to the Monthly Indemnity will never be:

- more than the amount We would pay if the CPI-U had risen each year exactly by the Maximum Increase Percent; or
- less than the amount We would pay if the CPI-U had risen each year exactly by the Minimum Increase Percent.

If You are no longer Disabled and We are no longer paying benefits under the Policy, We will increase the Monthly Indemnity of the Policy by the Incremental Monthly Indemnity, if any, determined on the last Review Date, if:

- You have not attained Age 60; and
- the Incremental Monthly Indemnity is at least \$200.

There will be no extra premium charge for the Incremental Monthly Indemnity until the Expiration Date.

Adjusted Monthly Indemnity After the Expiration Date

At the time You first renew the Policy after the Expiration Date, You may choose one of the following amounts of Monthly Indemnity for any claim for Total Disability that begins after that date:

- the Monthly Indemnity shown in the Schedule Page; or
- the increased indemnity, if any, last created by this rider.

We will base Your premium after the Expiration Date on the amount of Monthly Indemnity You select. You must meet all the conditions in the Policy for renewal after the Expiration Date.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date.

Incontestable

This rider will be incontestable as to the statements, except fraudulent statements, contained in the application for this rider after it has been in force for two years during Your lifetime from the Effective Date of this rider, excluding any period during which You are Disabled. No claim for a loss incurred or Disability that begins after two years from this date, excluding any period during which You are Disabled, will be reduced or denied because a sickness or physical condition existed prior to the Effective Date of this rider. This assumes that such sickness or physical condition was not excluded from Coverage by name or description under the Policy.

In the event of a reinstatement, this rider will be incontestable as to statements made by You, except fraudulent statements, contained in the application for reinstatement of the Policy after it has been in force for a period of two years following the date the Policy was reinstated, excluding any period during which You are Disabled.

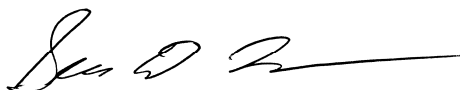
TERMINATION

Termination of Cost of Living Adjustment

We will adjust the Monthly Indemnity on each Review Date until the first of the following events occurs:

- benefits are no longer being paid under the Policy for Your Disability; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America



Secretary

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

FOUR-YEAR DELAYED COST OF LIVING ADJUSTMENT RIDER

As of the Effective Date shown below, this rider is attached to the Policy. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

Policy Number:

Insured:

Effective Date of this rider:

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Cost of Living Adjustment Factor

The Cost of Living Adjustment Factor is 1.03.

Incremental Monthly Indemnity

Incremental Monthly Indemnity means the difference between the adjusted Monthly Indemnity in effect on the last Review Date before Your claim ends and the Monthly Indemnity as shown in the Schedule Page.

Review Date

The first Review Date will be on the fourth anniversary of the date You were first Disabled in the same claim, Thereafter, the Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

Adjustment of the Monthly Indemnity

On the Review Date while benefits are payable, We will adjust the Monthly Indemnity on a compound interest basis as follows: We will determine Your adjusted Monthly Indemnity for the next 12 months by multiplying the Monthly Indemnity in effect immediately prior to the Review Date by the Cost of Living Adjustment Factor.

If You are no longer Disabled and We are no longer paying benefits under the Policy, We will increase the Monthly Indemnity of the Policy by the Incremental Monthly Indemnity, if any, determined on the last Review Date, if:

- You have not attained Age 60; and
- the Incremental Monthly Indemnity is at least \$200.

There will be no extra premium charge for the Incremental Monthly Indemnity until the Expiration Date.

Adjusted Monthly Indemnity After the Expiration Date

At the time You first renew the Policy after the Expiration Date, You may choose one of the following amounts of Monthly Indemnity for any claim for Total Disability that begins after that date:

- the Monthly Indemnity shown in the Schedule Page; or
- the increased indemnity, if any, last created by this rider.

We will base Your premium after the Expiration Date on the amount of Monthly Indemnity You select. You must meet all the conditions in the Policy for renewal after the Expiration Date.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date.

Incontestable

This rider will be incontestable as to the statements, except fraudulent statements, contained in the application for this rider after it has been in force for two years during Your lifetime from the Effective Date of this rider, excluding any period during which You are Disabled. No claim for a loss incurred or Disability that begins after two years from this date, excluding any period during which You are Disabled, will be reduced or denied because a sickness or physical condition existed prior to the Effective Date of this rider. This assumes that such sickness or physical condition was not excluded from Coverage by name or description under the Policy.

In the event of a reinstatement, this rider will be incontestable as to statements made by You, except fraudulent statements, contained in the application for reinstatement of the Policy after it has been in force for a period of two years following the date the Policy was reinstated, excluding any period during which You are Disabled.

TERMINATION**Termination of Cost of Living Adjustment**

We will adjust the Monthly Indemnity on each Review Date until the first of the following events occurs:

- benefits are no longer being paid under the Policy for Your Disability; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America



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700 South Street
Pittsfield, MA 01201

MANAGERIAL DUTIES ENDORSEMENT

This endorsement is a part of the Policy to which it is attached. All provisions of the Policy apply to this endorsement and remain the same except where modified by this endorsement.

The Policy is amended by adding or changing the following definitions:

Managerial Duties

Managerial Duties means Your administrative or managerial functions of Your Occupation that do not involve Manual Duties.

Manual Duties

Manual Duties are duties that require physical activities. These include, but are not limited to, climbing, bending, stooping, kneeling, lifting, crouching, crawling, carrying, pushing, pulling, operating machinery and driving.

EXCLUSIONS AND LIMITATIONS

The following exclusion is added to the Policy:

Exclusions

We will not pay benefits for any Disability in which You can perform the Managerial Duties of Your Occupation, but cannot perform the Manual Duties of Your Occupation.

Berkshire Life Insurance Company of America



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700 South Street
Pittsfield, MA 01201

ENDORSEMENT AMENDING "INCONTESTABLE" PROVISION

The Policy to which this Endorsement is attached is hereby amended to include:

In consideration of the issuance of the Policy, it is understood and agreed that, except for representations contained in the application at the time You exercise the Future Increase Option to purchase the Policy, the time period stated in the Incontestable provision of the Policy will be measured from the effective date or from the date of last reinstatement, if later, of the policy to which the Future Increase Option Rider is attached.

Berkshire Life Insurance Company of America

A handwritten signature in black ink, appearing to be "S. D. R.", written over a horizontal line.

Secretary

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

ENDORSEMENT AMENDING "INCONTESTABLE" PROVISION

The Policy to which this Endorsement is attached is hereby amended to include:

In consideration of the issuance of the Policy, it is understood and agreed that, except for representations contained in the application at the time You exercise the Future Purchase Option to purchase the Policy, the time period stated in the Incontestable provision of the Policy will be measured from the effective date or from the date of last reinstatement, if later, of the policy to which the Future Purchase Option Rider is attached.

Berkshire Life Insurance Company of America

A handwritten signature in black ink, appearing to be "S. D. R.", written over a horizontal line.

Secretary

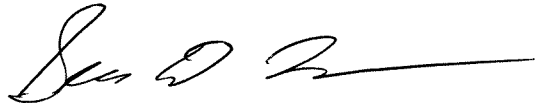
Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

POLICY ENDORSEMENT

This endorsement is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Presumptive Total Disability Benefit in the Policy to which this endorsement is attached is hereby deleted.

Berkshire Life Insurance Company of America

A handwritten signature in black ink, appearing to be "J. D. R.", written in a cursive style.

Secretary

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700 South Street
Pittsfield, MA 01201

POLICY ENDORSEMENT

The "Preexisting Condition Limitation" provision of the Policy to which this endorsement is attached is hereby deleted and replaced with the following:

Preexisting Condition Limitation

We will not pay benefits for a Total Disability or other loss caused by, contributed to, or resulting from a Preexisting Condition unless, on the date of Your Total Disability or other loss, the Policy has been continuously in effect for 24 months.

A Preexisting Condition means a physical or mental condition or symptoms of a physical or mental condition (whether diagnosed or misdiagnosed) for which you or a reasonably prudent person would have done any of the following:

- consulted a physician; or
- received medical advice, treatment or services; or
- undergone diagnostic procedures, including self-administered procedures; or
- taken medication or prescribed drugs


at any time during the 24-month period immediately prior to the date of issue of the Policy as shown in the Schedule Page.

Amendment to "Waiver of Premium Benefit"

The "Waiver of Premium Benefit" provision of the Policy to which this endorsement is attached is hereby amended to add the following:

This "Waiver of Premium Benefit" will not apply if the Monthly Indemnity is not payable due to the Preexisting Condition Limitation of the Policy.

Berkshire Life Insurance Company of America



Secretary

SERFF Tracking Number: GARD-126519586 State: Arkansas

Filing Company: Berkshire Life Insurance Company of America State Tracking Number: 45028

Company Tracking Number: 1500 (06/10)

TOI: H111 Individual Health - Disability Income Sub-TOI: H111.003 Long Term - Unrelated to marketing with employer or association groups

Product Name: 1500 (06/10)

Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Approved-Closed	03/02/2010
Comments:		
Attachment: 1500 Flesch Score.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application	Approved-Closed	03/02/2010
Comments: Application DI-2009 approved on 09/17/2009 will be used to apply for this policy.		

	Item Status:	Status Date:
Bypassed - Item: Health - Actuarial Justification	Approved-Closed	03/02/2010
Bypass Reason: n/a - no rates filed		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Outline of Coverage	Approved-Closed	03/02/2010
Comments:		
Attachment: TUOC (06-10).pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability	Approved-Closed	03/02/2010
Comments:		
Attachment:		

SERFF Tracking Number: GARD-126519586 State: Arkansas
Filing Company: Berkshire Life Insurance Company of America State Tracking Number: 45028
Company Tracking Number: 1500 (06/10)
TOI: H111 Individual Health - Disability Income Sub-TOI: H111.003 Long Term - Unrelated to marketing
with employer or association groups
Product Name: 1500 (06/10)
Project Name/Number: /

STATEMENT OF VARIABILITY.pdf

	Item Status:	Status
		Date:
Satisfied - Item:	Red-Lined Forms	Approved-Closed
		03/02/2010

Comments:

The attached forms have been red-lined to show changes since previously approved by your state.

Attachments:

1500 Redlined.pdf
1502 Redlined.pdf
1504 Redlined.pdf
1505 Redlined.pdf
1512 Redlined.pdf
1513 Redlined.pdf
1514 Redlined.pdf
1515 Redlined.pdf
1502-A Redlined.pdf
1504-A Redlined.pdf
1510-A Redlined.pdf
1511-A Redlined.pdf
1511-A-FIO Redlined.pdf
1512-A Redlined.pdf
1513-A Redlined.pdf

BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA
700 South Street
Pittsfield MA 01201

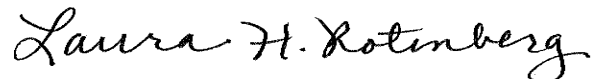
CERTIFICATION

This is to certify that the forms listed below comply with the readability ease standards of the Life and Health Policy Simplification Act, Section 5a.

<u>Form Number</u>	<u>Sentences</u>	<u>Words</u>	<u>Syllables</u>	<u>Flesch Score</u>
1500 (06/10)	249	6201	9,540	51.4

The following forms are scored in combination with 1500 (06/10) since they are used in conjunction with this form.

<u>Form Number</u>	<u>Sentences</u>	<u>Words</u>	<u>Syllables</u>	<u>Flesch Score</u>
1501 (06/10)	275	6,950	10,703	50.9
1502 (06/10)	286	7,257	11,038	52.4
1504 (06/10)	263	6,623	10,136	51.8
1505 (06/10)	302	7,835	12,003	50.9
1506 (06/10)	320	7,090	10,917	50.5
1507 (06/10)	263	6,589	10,102	51.7
1509 (06/10)	264	6,507	10,008	51.7
1510 (06/10)	287	7,308	11,168	50.3
1512 (06/10)	275	6,891	10,557	51.8
1513 (06/10)	263	6,646	10,252	51.8
1514 (06/10)	265	6,940	10,595	51.1
1515 (06/10)	278	6,774	10,417	52.0
1520-E (06/10)	255	6,333	9,764	51.2
1521-E (06/10)	250	6,291	9,674	51.2
1522-E (06/10)	250	6,291	9,674	51.2
1525-E (06/10)	252	6,236	9,600	50.1
PREX (06/10)	269	6,303	9,721	51.2
1502-A (06/10)	290	7,366	11,228	52.1
1504-A (06/10)	301	6,732	10,554	51.5
1510-A (06/10)	291	7,417	11,450	50.0
1511-A (06/10)	266	6,804	10,453	50.9
1511-A-FIO (06/10)	256	6,521	10,011	51.3
1512-A (06/10)	279	7,000	10,746	51.5
1513-A (06/10)	267	6,755	10,353	51.5



February 24, 2010

Laura H. Rotenberg
Second Vice President and Counsel

**DISABILITY INCOME PROTECTION COVERAGE
REQUIRED OUTLINE OF COVERAGE**

Policy Form 1500

1. **READ YOUR POLICY CAREFULLY** – This outline provides a very brief description of Your Policy. This is not the insurance contract and only the actual provisions will control. The Policy itself sets forth in detail the rights and obligations of both You and Your insurance company. It is, therefore, important that YOU READ YOUR POLICY CAREFULLY.
2. **DISABILITY INCOME PROTECTION** – Policies of this category are designed to provide, to persons insured, Coverage for Disabilities resulting from a covered Injury or Sickness, subject to any limitations set forth in the Policy. Coverage is not provided for basic hospital, basic medical-surgical, or major medical expenses.
3. **BENEFITS OF THE POLICY** – The Policy provides benefits for Total Disability.

\$_____ indemnity will be paid each month while You are Totally Disabled.

Benefits will start at the end of an Elimination Period of _____.

Your Benefit Period is _____.

Total Disability Definition – The definition of Total Disability that applies to the Policy is checked below:

- ☐ Total Disability or Totally Disabled means that, solely due to Injury or Sickness, You are not able to perform the material and substantial duties of Your Occupation.

You will be Totally Disabled even if You are Gainfully Employed in another occupation so long as, solely due to Injury or Sickness, You are not able to work in Your Occupation.

Working an average of more than 40 hours in a week, in itself, is not a material and substantial duty.

Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled.

- ☐ Total Disability or Totally Disabled means that, solely due to Injury or Sickness, You are not able to perform the material and substantial duties of Your Occupation.

You will be Totally Disabled even if You are Gainfully Employed in another occupation so long as, solely due to Injury or Sickness, You are not able to work in Your Occupation.

Working an average of more than 40 hours in a week, in itself, is not a material and substantial duty.

Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled.

If You have limited Your Occupation to the performance of the material and substantial duties of a single medical specialty or to a single dental specialty, We will deem that specialty to be Your Occupation.

- ☐ Total Disability or Totally Disabled means that, solely due to Injury or Sickness, You are not able to perform the material and substantial duties of Your Occupation and You are not Gainfully Employed.

Working an average of more than 40 hours in a week, in itself, is not a material and substantial duty.

Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled.

OPTIONAL BENEFITS – You have applied for those optional benefits checked below. There is a separate premium charge for each added benefit.

- ☐ Social Insurance Substitute Rider 1501 (All classes) – This rider provides a benefit for Disability when the benefits that You may be receiving from any social insurance plan do not equal or exceed the SIS Maximum Monthly Indemnity.

Your SIS Maximum Monthly Indemnity is \$_____ per month.

The SIS benefit each month is equal to the SIS Maximum Monthly Indemnity less any benefits You are receiving from a social insurance plan. Social insurance benefits include benefits for disability from workers' compensation or occupational disease law or for disability or retirement from Social Security.

This benefit will be added to the Monthly Indemnity of the Policy in each month when such indemnity is payable for Disability.

This rider terminates on the earlier of the Expiration Date or the date You retire under the Social Security Act.

- ☐ Residual Disability Benefit Rider 1502 (Classes 6, 6M, 5, 5M, 4, 4M, 3 and 3M) – This rider provides reduced Monthly Indemnity when You are Residually Disabled.

Residual Disability means that You are Gainfully Employed and are not Totally Disabled under the terms of the Policy; but solely because of Injury or Sickness, Your Loss of Income is at least 15% of Your Prior Income.

The rider has the same Elimination Period as Your Policy.

For each month of the first 12 months that You are eligible for a Residual Disability benefit in the same claim, the policy will pay a Loss of Income Indemnity. The Loss of Income Indemnity is equal to Your Loss of Income less any individual disability insurance benefits You are receiving, or that You are eligible to receive from Berkshire Life Insurance Company of America and all other insurance companies on policies that are in force before the effective date of this rider. The Loss of Income Indemnity will not exceed your Monthly Indemnity. If you continue to be Residually Disabled after the Loss of Income Indemnity has been paid for 12 months, the policy pays a Residual Indemnity.

Your Residual Indemnity is based on the following formula:

$$\text{Residual Indemnity} = \frac{\text{Loss of Income}}{\text{Prior Income}} \times \text{Monthly Indemnity}$$

If You have a Social Insurance Substitute Rider, an Automatic Benefit Enhancement Rider, or an Additional Monthly Benefit Rider, any Monthly Benefits provided by these riders will be added to the Monthly Indemnity of this formula.

You may be Totally or Residually Disabled to satisfy the Elimination Period of the Policy or rider and to meet the conditions for waiver of premium.

You may not renew this rider after the Expiration Date.

- ☐ 3% Compound Cost Of Living Adjustment Rider 1504 (Classes 6, 6M, 5, 5M, 4, 4M, 3 and 3M) – This rider provides on the anniversary of a claim, while benefits are payable, a 3% adjustment in Monthly Indemnity that will be applicable to benefits paid for the next 12 months.

If You have a Social Insurance Substitute Rider, an Automatic Benefit Enhancement Rider, or an Additional Monthly Benefit Rider, any Monthly Benefits provided by these riders will be adjusted in the same manner.

You may not renew this rider after the Expiration Date.

- ☐ Future Increase Option Rider 1505 (Classes 6, 6M, 5, 5M, 4, 4M, 3 and 3M) – This rider gives You the right to apply for additional disability income insurance in future years despite any change in Your health or occupation. Your Option Date each year is the Policy Anniversary until You are Age 55.

This rider includes a Special Option Date that may be used once while this rider is in effect if You lose Your Group Long-Term Disability Coverage and it is not subsequently replaced.

Your total Future Increase Option is \$_____.

Until You are Age 45, You may apply for all or part of the remaining Total Increase Option on any one Option Date. On or after Age 45, You may apply for up to one-third of the remaining Total Increase Option, or the remaining Total Increase Option if it is less than \$1,000, on any Option Date.

Each Increase Policy applied for during an Option Period or a Special Option Period will be underwritten to determine the maximum amount of Monthly Indemnity, if any, available to You. You must provide evidence of Your Income, employment and all other disability insurance with any insurer that is in force, which You have applied for, or for which You are eligible. We may require additional evidence of financial insurability, as necessary. You do not have to provide evidence of Your medical insurability or occupation.

This rider expires after You are Age 55 or, if earlier, when You use Your last Increase Option.

- ☐ Automatic Benefit Enhancement Rider 1506 (Classes 6, 6M, 5, 5M, 4, 4M, 3 and 3M) – This rider provides for an Automatic Increase of 4% in the Monthly Indemnity of the Policy on each of five consecutive Policy Anniversaries.

After a Rider Review Date and before the next Policy Anniversary, You may submit an application to renew this rider for the smallest of:

- another five Automatic Increases; or
- the number of Automatic Increases between your attained Age and Age 60, whichever is less; or
- the number of Automatic Increases which will not cause the Monthly Indemnity to exceed the maximum amount of allowable Monthly Indemnity, if any, available to You based on Our underwriting rules in effect at the time You apply for rider renewal.

If You apply to renew this rider, You must provide evidence of Your medical insurability, Income, occupation, employment and other insurance in force, applied for, or for which You are eligible. We may require additional evidence of financial insurability to renew this rider.

Your application to renew this rider will be underwritten in accordance with Our underwriting rules in effect at the time You apply for renewal to determine if You are eligible to renew this rider.

If benefits have been paid by Us under the Policy, You are not eligible to renew this rider.

This rider is renewable at five-year intervals but not past Age 60.

- ☐ Partial Disability Benefit Rider 1507 (Classes 2, 2M, 1 and 1M) – This rider provides one-half of the Monthly Indemnity when You are Partially Disabled after a period of Total Disability.

The Partial Indemnity of this rider is payable for six months or, if earlier, the end of the Benefit Period.

You must be Totally Disabled for the length of the Elimination Period before You become Partially Disabled.

Partial Disability means that You are Gainfully Employed but, because of Injury or Sickness:

- You are able to perform one or more but not all of the material and substantial duties of Your Occupation; or
- You are unable to perform the material and substantial duties of Your Occupation for more than one-half of the time normally required.

You may not renew this rider after the Expiration Date.

- ☐ Unemployment Waiver of Premium Rider 1509 (All classes) – Under this rider, We will waive the premiums of the Policy if You become unemployed and receive unemployment compensation for at least 60 consecutive days.

We will waive the premiums for a 12-month period beginning on the date You become unemployed even if You return to work.

Premiums may not be waived for a subsequent Unemployment Period until 48 months have elapsed from the end of the previous Unemployment Period.

You may not renew this rider after You are Age 60.

- ☐ Catastrophic Disability Benefit Rider 1510 (Classes 6, 6M, 5, 5M, 4, 4M, 3 and 3M) – This rider provides a Catastrophic Disability Benefit if You are Catastrophically Disabled.

Catastrophically Disabled means that due to Injury or Sickness You are: unable to perform two or more of the Activities of Daily Living without Human Standby Assistance; or You are Cognitively Impaired; or You are Irrecoverably Disabled. The Activities of Daily Living are Bathing, Dressing, Eating, Transferring, Toileting and Continence.

\$_____ Catastrophic Disability Monthly Benefit will be paid at the end of each month while You are Catastrophically Disabled. Benefits will start at the end of an Elimination Period of _____.

Cognitive Impairment means You have suffered a severe deterioration or loss in Your cognitive capacity which requires Substantial Supervision to protect You or others from threats to health and safety. Substantial Supervision means continual supervision by another person that may include physical assistance, cueing by verbal prompting, gestures, or other similar demonstrations. The Cognitive Impairment must result from Injury, Sickness, Alzheimer's disease, senility or irreversible dementia, and must be supported by reliable clinical evidence and standardized tests that reliably measure Your impairment in short- or long-term memory; Your orientation as to person (such as who You are), place (such as Your location), and time (such as day, date and year); and deductive or abstract reasoning.

Irrecoverably Disabled means that, even if You are Gainfully Employed, Injury or Sickness results in Your total, complete and irrecoverable loss of: the sight in both eyes; or hearing in both ears; or speech; or the use of both hands, both feet, or one hand and one foot, in their entirety.

Maximum Monthly Catastrophic Disability Indemnity is equal to two times the Catastrophic Disability Indemnity shown in the Schedule Page.

- ☐ 6% Maximum Cost Of Living Adjustment Rider 1512 (Classes 6, 6M, 5, 5M, 4, 4M, 3 and 3M) – This rider adjusts the Monthly Indemnity of Your Policy at the end of each 12 months in a continuous claim to reflect any changes in the cost of living.

We will adjust Your Monthly Indemnity based on changes in the Consumer Price Index for All Urban Consumers (CPI-U) from the start of claim. If You have a Social Insurance Substitute Rider, an Automatic Benefit Enhancement Rider, or an Additional Monthly Benefit Rider, any Monthly Benefits provided by these riders will be adjusted in the same manner.

Your Monthly Indemnity may vary from year to year as the CPI-U rises or falls in relation to the Original Index Month. The adjustment to the Monthly Indemnity will never be less than what a 3% compound rate would provide or more than a 6% compound rate would provide.

You may not renew this rider after the Expiration Date.

- ☐ Four-Year Delayed Cost Of Living Adjustment Rider 1513 (Classes 6, 6M, 5, 5M, 4, 4M, 3 and 3M) – This rider provides, starting on the fourth anniversary of a claim while benefits are payable, a 3% adjustment in Monthly Indemnity that will be applicable to benefits paid for the next 12 months.

If You have a Social Insurance Substitute Rider, an Automatic Benefit Enhancement Rider, or an Additional Monthly Benefit Rider, any Monthly Benefits provided by these riders will be adjusted in the same manner.

You may not renew this rider after the Expiration Date.

- ☐ Graded Lifetime Indemnity for Total Disability Rider 1514 (Classes 6, 6M, 5, 5M, 4, 4M, 3 and 3M) – This rider provides lifetime benefits if You become Totally Disabled before Age 65 and remain continuously Totally disabled in the same claim after the Expiration Date. The Lifetime Indemnity percentage is based on Your Age when the continuous Total Disability begins. For each year after Age 45, the percentage decreases by 5%.

You may not renew this rider after You attain Age 65 and are not Totally Disabled.

- ☐ Retirement Protection Plus Disability Benefit Rider 1515 (Classes 6, 6M, 5, 5M, 4, 4M, 3 and 3M) – This rider provides an RPP Monthly Indemnity benefit payable to an irrevocable trust if You are Totally Disabled and not Gainfully Employed.

\$_____ RPP Monthly Indemnity will be paid at the end of each month while You are Totally Disabled and not Gainfully Employed.

Benefits will start at the end of an Elimination Period of _____

You may not renew this rider after Age 65.

4. **EXCLUSIONS AND LIMITATIONS OF THE POLICY** – We will not pay benefits for any Disability:

- caused by, contributed to, or which results from military training, military action, military conflict, or war, whether declared or undeclared, while You are serving in the military or units auxiliary thereto, or working for contracted military services;
- during any period of time in which You are incarcerated;
- caused by, contributed to, or which results from Your commission of, or attempt to commit, a criminal offense as defined under local, state, or federal law;
- caused by, contributed to, or which results from Your being engaged in an illegal occupation;
- caused by, contributed to, or which results from the suspension, revocation or surrender of Your professional or occupational license or certification;
- caused by, contributed to, or which results from an intentionally self-inflicted Injury;
- during the first three months of Disability or the Elimination Period, if longer, that is caused by, contributed to, or which results from normal pregnancy or childbirth; or
- due to any loss We have excluded by name or specific description.

LIMITATION WHILE OUTSIDE THE UNITED STATES OR CANADA-You must be living full time in the 50 states which comprise the United States of America, the District of Columbia or Canada in order to receive benefits under the Policy, except for incidental travel or vacation; otherwise, benefits will cease. Incidental travel or vacation means being outside of the 50 states which comprise the United States of America, the District of Columbia or Canada for less than 60 days in a 12-month period. You may not recover benefits that have ceased pursuant to this limitation.

If benefits under the Policy have ceased pursuant to this limitation and You return to the 50 states that comprise the United States of America, the District of Columbia or Canada, You may become eligible to resume receiving benefits under the Policy. You must satisfy all terms and conditions of the Policy in order to be eligible to resume receiving benefits under the Policy.

If You remain outside of the 50 states which comprise the United States of America, the District of Columbia or Canada, premiums will become due beginning six months after benefits cease.

PRE-EXISTING CONDITION LIMITATION – We will not cover any loss that begins in the first two years after the Effective Date from a Pre-existing Condition.

Pre-existing Condition means a physical or mental condition:

- that was misrepresented or not disclosed in Your application; and
- for which You received professional medical advice, diagnosis or treatment within two years before the Effective Date; or
- that caused symptoms within one year before the Effective Date for which a prudent person would usually seek professional medical advice, diagnosis or treatment.

MENTAL AND/OR SUBSTANCE-RELATED DISORDERS LIMITATION – Benefits for any Disability due to a Mental and/or Substance-Related Disorder will be paid for a period not longer than the Maximum Benefit Period for Mental and/or Substance-Related Disorders as shown in the Schedule Page of the Policy.

After the Maximum Benefit Period for Mental and/or Substance-Related Disorders and subject to the Policy provisions, We will only pay benefits while You are continuously confined in a Hospital for treatment of a Disability due to a Mental and/or Substance-Related Disorder, and You are under the regular medical care of a Physician.

Under no circumstance will We pay benefits for any Disability due to a Mental and/or Substance-Related Disorder that We have excluded by name or specific description.

5. RENEWABILITY OF THE POLICY – You may renew the Policy at the end of each Premium Term until the Expiration Date. During that time, We cannot change the premium or cancel the Policy.

After the Expiration Date, You may renew the Policy at the end of each Premium Term as long as You are not Disabled and You are Gainfully Employed Full Time for at least ten months each year and the premium is paid on time.

Your premium will be at Our rates then in effect for persons of Your Age, Class of Risk, Occupation Class, and any special class rating that applies to the Policy. We have the right to change such premiums on a class basis on any Policy Anniversary.

STATEMENT OF VARIABILITY- Policies 1400 (06/10), 1500 (06/10) and 1600 (06/10)

<u>Variable Items</u>	<u>Options</u>
Name	
Owner	
Loss Payee	
Policy Number	
Policy Date	
Class of Risk	Preferred, Select or Standard
Occupational Class	6, 6M, 5, 5M, 4, 4M, 3, 3M, 2, 2M, 1 or 1M
Gender	Male or Female
Premium Term	Annual, Semiannual, Quarterly or Monthly
Disability Income Insurance Policy	Monthly Benefit - \$500 - \$16,000
Additional Monthly Benefit Rider	Monthly Benefit - \$200 - \$16,000
Social Insurance Substitute Rider	Monthly Benefit - \$200 - \$1,500
Future Increase Option Rider	Total Increase Option \$200 - \$16,000
Disability Benefit Riders	Residual, Partial Cost of Living Adjustment Rider
3% Compound, 6%Maximum or Four-Year Delayed	
Graded Lifetime Indemnity for	
Total Disability Rider	Monthly Benefit - \$200 - \$16,000 (\$10,000 for certain medical occupations)
Catastrophic Disability Benefit Rider	Monthly Benefit - \$250 - \$8,000
Retirement Protection Plus Disability Benefit Rider	Monthly Benefit - \$500 - \$4,090 (applicants under age 50) \$4,500 (applicants over age 50)
Unemployment Waiver of Premium Rider	
Automatic Benefit Enhancement Rider	
Discounts	Multi-Policy, Employer Sponsored Endorsed Group or Association
Premium Options	Level, Graded
Level Premium Option	To Age 67 or To Age 65
Maximum Benefit Period for Mental and/or Substance Related Disorders	Life of the policy, 10 Years, 5 Years, 2 Years, 2 Years during your lifetime
Benefit Periods	To Age 67, To Age 65, 10 Years, 5 Years, 2 Years, X55, L60
Elimination Periods	30 Days, 60 Days, 90 Days, 180 Days, 360 Days, 720 Days

Berkshire Life Insurance Company of America
700 South Street • Pittsfield, Massachusetts 01201
1-800-819-2468

The Policy is issued by
Berkshire Life Insurance Company of America, a wholly
owned stock subsidiary of The Guardian Life Insurance
Company of America, New York, NY.

Berkshire Life Insurance Company of America hereby
furnishes insurance to the extent set out in the Policy.
All of the provisions on this and pages that follow
are part of the Policy.



Secretary



President

You and Your mean the person insured.
We, Us, Our, and *Berkshire Life* mean
Berkshire Life Insurance Company of America.

**NONCANCELLABLE AND GUARANTEED RENEWABLE
TO THE EXPIRATION DATE**

You may renew the Policy at the end of each Premium Term until the Expiration Date.
During that time, We cannot change the premium or cancel the Policy.

**YOUR CONDITIONAL RIGHT TO RENEW AFTER THE
EXPIRATION DATE—PREMIUMS CAN CHANGE**

After the Expiration Date, You may renew the Policy at the end of each Premium Term
as long as You are not Disabled and You are Gainfully Employed Full Time for at least 10 months
each year and the premium is paid on time.

Your premium will be at Our rates then in effect for persons of Your Age, Class of Risk,
Occupation Class, and any special class rating that applies to the Policy. We have the right to
change such premiums on a class basis on any Policy Anniversary.

NOTICE OF TEN-DAY RIGHT TO EXAMINE POLICY

Please read the Policy carefully. It is a legal contract between You and Us. You may return the
Policy to Us or to the representative through whom You bought it within ten days from
the date You receive it. Immediately upon such delivery or mailing, the Policy will be
void from the beginning, and any premium paid for it will be refunded.

Disability Income Policy

Non-Participating

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Deleted: Provisions Relating to Rehabilitation and Workplace Modification

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Deleted: During

Additional Coverage, if any, is shown in the Schedule Page
and is described in the rider forms attached to the Policy.

If You have questions about the Policy,
You may call Berkshire Life Insurance Company of America at 1-800-819-2468.

DEFINITIONS

Accumulation Period

The Accumulation Period is shown in the Schedule Page. It is an uninterrupted period of consecutive days that begins on the first day that You are Disabled and during which the Elimination Period must be satisfied.

Age

References to a specific age -- such as age 65 -- mean Your age as of the Policy Anniversary that first occurs on or after the birthday on which You attain that age.

Benefit Period

The Benefit Period is shown in the Schedule Page. It is the longest period of time for which We will pay benefits for a continuous Disability from the same cause.

Class of Risk

The Class of Risk is shown in the Schedule Page.

Coverage

Coverage means the benefits available under the Policy.

Disability or Disabled

Disability means Total Disability. Disabled means Totally Disabled.

Effective Date

Effective Date means the date that the Policy, or a rider, takes effect.

Elimination Period

The Elimination Period is shown in the Schedule Page. The Elimination Period is the number of days that must elapse before benefits become payable. The Elimination Period starts on the first day that You are Disabled. You must be Disabled, from the same cause or a different cause for this entire period. The days within this period need not be consecutive, but they must occur within the Accumulation Period. Benefits will not accrue or be payable during the Elimination Period.

Expiration Date

The Expiration Date is shown in the Schedule Page. Expiration Date means the date on which Coverage ends, if the Policy has not previously terminated.

Full Time

Full Time means at least 30 hours each week.

Gainfully Employed or Gainful Employment

Gainfully Employed or Gainful Employment means actively at work or engaged in activities for Income, remuneration or profit.

Hospital

Hospital means a facility or institution legally operating as a hospital that:

- is mainly engaged in providing inpatient care and treatment of sick or injured persons, and routinely makes a charge for such care; and
- is supervised by a staff of physicians on the premises; and
- provides 24-hour nursing services on the premises by registered graduate nurses.

In no event will Hospital include any institution or facility that is:

- operated as a rest home, a convalescent facility, or a long-term nursing care facility; or
- mainly for the care of the aged, or which primarily affords custodial or educational care.

Income

Income means the compensation that You receive, or which is attributable to You, for work or personal services, after Business Expenses, but before any other deductions. Income includes salaries, wages, fees, commissions, bonuses, pension and profit sharing contributions, other payments for Your personal services, and other compensation or income earned by You or attributable to You by a business in which You have an ownership interest. Income does not include any forms of Unearned Income ~~except as derived from a business in which You have an ownership interest~~ as long as the Unearned Income is not the result of work or personal services You provide. With respect to other compensation or income earned by You or attributable to You by a business in which You have an ownership interest, this amount is determined after deduction of normal and customary unreimbursable Business Expenses but before deduction of any of Your personal income taxes.

Unearned Income includes income from dividends, capital gains, interest (including tax exempt interest), rentals, royalties, alimony, investments, business interests as an inactive owner, and income received from deferred compensation plans, formal sick pay plans, retirement plans or disability income policies.

Prior Income means Your average monthly Income for either the last 24 calendar months just prior to the date on which You became Disabled, or for the two calendar years with the highest earnings in the three calendar years just prior to the date on which You became Disabled, whichever is greater.

Current Income means all Income, as defined above, for each month during a period of Disability. We will not include Income received for services rendered prior to the start of Disability in Your Current Income. For the purpose of determining Current Income, Business Expenses may not exceed Prior Business Expenses.

Business Expenses means the regular business expenses which may be deducted from gross earned income for federal tax purposes for the period Income is being determined. ~~When You are Disabled, Your monthly Business Expenses may not exceed Your average monthly Business Expenses for the same period in which Your Prior Income was determined.~~

Prior Business Expenses

Prior Business Expenses means Your average monthly Business Expenses for the same period in which Your Prior Income is determined.

Loss of Income means the difference between Your Prior Income and Your Current Income. This difference will be considered a Loss of Income to the extent it is solely the result of the Injury or Sickness that caused Your Disability.

Injury

Injury means accidental bodily injury that first occurs on or after the Effective Date and while the Policy is in force, and that is not contributed to by Sickness.

Issue Age

Issue Age is shown in the Schedule Page. It is Your Age on the Policy Date.

Loss Payee

The Loss Payee is named in the Schedule Page. We will pay benefits for which We are liable to the Loss Payee.

Maximum Benefit Period for Mental and/or Substance-Related Disorders

Maximum Benefit Period for Mental and/or Substance-Related Disorders is shown in the Schedule Page. It is the longest period of time, during the duration of the Policy, for which We will pay benefits for loss contributed to or caused by Mental and/or Substance-Related Disorders.

Mental and/or Substance-Related Disorders

Mental and/or Substance-Related Disorders means any disorder classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM). This includes but is not limited to, psychiatric, psychological, emotional, or behavioral disorders, or disorders related to stress or to substance abuse or dependency, or any biological or biochemical disorder or imbalance of the brain regardless of the cause, including any complications thereof. This does not include dementia or cognitive impairment resulting from stroke, physical trauma, infections, or a form of senility or irreversible dementia such as Alzheimer's Disease.

Diagnostic and Statistical Manual of Mental Disorders or DSM means the most recent version of the diagnostic manual as published by the American Psychiatric Association (APA) as of the start of Your Disability. If the DSM is discontinued, We will use the replacement chosen by the APA, or by an organization which succeeds it.

Monthly Indemnity

Monthly Indemnity is shown in the Schedule Page. It is the amount We will pay for each month of Total Disability.

Occupation Class

The Occupation Class is shown in the Schedule Page.

Owner

Owner is shown in the Schedule Page. You are the Owner unless some other person or entity is named in the Schedule Page. The Owner has the right to renew the Policy, to request a change in Coverage, to change the Loss Payee, and to make other Policy changes.

Physician

Physician means a person who is licensed by law in the state in which he or she practices as a Medical Doctor or Doctor of Osteopathy, and is acting within the scope of that license to treat Injury or Sickness that results in a Disability. A Physician cannot be You or anyone related to You by blood or marriage, a member of Your household, Your business or professional partner or employer, or any person who has a financial affiliation or business interest with You. If Your Disability is due to a Mental and/or Substance-Related Disorder, the Physician must be a licensed psychiatrist or a licensed doctoral level psychologist.

Policy

Policy means the legal contract between You and Us. The entire contract consists of the Policy, any application(s), the Schedule Pages and any attached riders, amendments, and endorsements.

Policy Anniversary

Policy Anniversary is the Yearly Anniversary of the Policy Date while the Policy remains in force.

Policy Date

The Policy Date is shown in the Schedule Page. It is the date from which premiums are calculated and become due.

Pre-existing Condition

Pre-existing Condition means a physical or mental condition:

- that was misrepresented or not disclosed in Your application; and
- for which You received professional medical advice, diagnosis or treatment within two years before the Effective Date; or
- that caused symptoms within one year before the Effective Date for which a prudent person would usually seek professional medical advice, diagnosis or treatment.

Preliminary Term

Preliminary Term, if shown in the Schedule Page, means the period of time for which the Policy is in force prior to the Policy Date. If applicable, the Preliminary Term premium is shown in the Schedule Page.

Premium Term

Premium Term is shown in the Schedule Page. It is the frequency of Your premium payments.

Sickness

Sickness means an illness or disease that first manifests itself on or after the Effective Date and while the Policy is in force.

Suspension Period

Suspension Period is a period of time during which the Policy will not be in force. We will neither accept premiums nor pay benefits under the Policy during a Suspension Period. The Policy will not cover losses that result from

Injury or Sickness that occurs or begins during a Suspension Period. No privileges or options under the Policy or any attached riders may be exercised during a Suspension Period.

Termination Date

Termination Date means the date on which the Policy terminates.

Total Disability or Totally Disabled

Total Disability or Totally Disabled means that, solely due to Injury or Sickness, You are not able to perform the material and substantial duties of Your Occupation.

You will be Totally Disabled even if You are Gainfully Employed in another occupation so long as, solely due to Injury or Sickness, You are not able to work in Your Occupation.

Working an average of more than 40 hours in a week, in itself, is not a material and substantial duty.

We, Us, Our and Berkshire Life

We, Us, Our and Berkshire Life mean Berkshire Life Insurance Company of America.

You and Your

You and Your mean the person named as the insured in the Schedule Page of the Policy.

Your Occupation

Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled.

Total Disability or Totally Disabled

Total Disability or Totally Disabled means that, solely due to Injury or Sickness, You are not able to perform the material and substantial duties of Your Occupation.

You will be Totally Disabled even if You are Gainfully Employed in another occupation so long as, solely due to Injury or Sickness, You are not able to work in Your Occupation.

Working an average of more than 40 hours in a week, in itself, is not a material and substantial duty.

We, Us, Our and Berkshire Life

We, Us, Our and Berkshire Life mean Berkshire Life Insurance Company of America.

You and Your

You and Your mean the person named as the insured in the Schedule Page of the Policy.

Your Occupation

Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled.

If You have limited Your Occupation to the performance of the material and substantial duties of a single medical specialty or to a single dental specialty, We will deem that specialty to be Your Occupation.

Total Disability or Totally Disabled

Total Disability or Totally Disabled means that, solely due to Injury or Sickness, You are not able to perform the material and substantial duties of Your Occupation and You are not Gainfully Employed.

Working an average of more than 40 hours in a week, in itself, is not a material and substantial duty.

We, Us, Our and Berkshire Life

We, Us, Our and Berkshire Life mean Berkshire Life Insurance Company of America.

You and Your

You and Your mean the person named as the insured in the Schedule Page of the Policy.

Your Occupation

Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled.

PROVISIONS RELATING TO BENEFITS

Total Disability Benefit

When You are Totally Disabled, We will pay the Monthly Indemnity as follows:

- You must become Totally Disabled while the Policy is in force.
- You must satisfy the Elimination Period.
- After You have satisfied the Elimination Period, Monthly Indemnity will be payable at the end of each month while You remain Totally Disabled.
- Monthly Indemnity will stop at the end of the Benefit Period or, if earlier, on the date You are no longer Totally Disabled.

We will not increase the Monthly Indemnity because You are Totally Disabled from more than one cause at the same time.

Medical Care Requirement

We will not pay benefits nor waive premium under the Policy for any period of Disability during which You are not under the regular medical care of a Physician. The medical care must be provided by a Physician whose specialty is appropriate for Your Injury or Sickness. The medical care must be appropriate, according to prevailing medical standards, for the condition causing the Disability.

We will waive the medical care requirement during any claim under the Policy upon reasonable written proof that Your Injury or Sickness no longer requires the regular medical care of a Physician under prevailing medical standards. Such waiver will not restrict Our rights under the Proof of Loss and Examinations provisions of the Policy.

Presumptive Total Disability Benefit

We will always consider You to be Totally Disabled even if You are Gainfully Employed, if Injury or Sickness results in your total and complete loss of:

- the sight in both eyes;
- hearing in both ears;
- speech; or
- the use of both hands, both feet, or one hand and one foot, in their entirety.

If Your Injury or Sickness results from one of these conditions, We will waive the unexpired portion of the Elimination Period and benefits will start to accrue from the date of Your Total Disability. Monthly Indemnity will be paid for as long as Your Total Disability continues, but not longer than the Benefit Period.

Capital Sum Benefit

The Capital Sum Benefit is a lump sum amount in addition to any other benefit payable under the Policy. The Capital Sum Benefit is equal to twelve times the Monthly Indemnity at the time You suffer a capital loss.

A capital loss means the total and irrecoverable loss of all sight in one eye; or the complete loss of a hand or foot by severance through or above the wrist or ankle. Such loss must result from ~~Sickness or Injury~~ or Sickness.

If You suffer a capital loss while the Policy is in force and survive it for 30 days, We will pay the Capital Sum Benefit for each such loss. But We will not pay for more than two such losses in Your lifetime. If the Policy has terminated, We will pay for a capital loss which results from an Injury sustained while the Policy was in force and which occurs within 90 days after the date of that Injury.

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Fractional Month

We will pay 1/30 of the monthly benefit payable under the Policy for each day for which We are liable when You are Disabled for less than a full month.

Waiver of Elimination Period

We will waive the Elimination Period if:

- You become Disabled within five years after the end of a previous Disability; and
- The previous Disability lasted more than six months; and
- We paid benefits under the Policy for the previous Disability.

Recurrent Disability

If, after the end of a period of Disability, You become Disabled again, the later period of Disability will be deemed a continuation of the previous Disability, if:

- You have returned to Full Time Gainful Employment for a period of less than 12 months after the previous Disability ends; and
- the Disability results entirely or in part from the same cause or causes as the previous Disability; and
- We paid benefits under the Policy for the previous Disability.

If the Disability is determined to be a continuation of the previous Disability, Your prior claim for Disability will resume and no new Elimination Period will be required. You must satisfy all terms and conditions set forth in the Policy.

If the Disability is determined not to be a continuation of the previous Disability, then the current period of Disability will be considered a new and separate Disability.

Concurrent Disability

We will pay benefits for a concurrent Disability as if there were only one Injury or Sickness. Once a period of Disability begins, We will consider it to be a continuous period of Disability no matter what Injury or Sickness, or combination thereof, caused the Disability or caused it to continue. In all cases, if You are Disabled from more than one cause, the amount and duration of benefits will not be more than that for any one cause.

Separate Periods of Disability

If You continue to be Disabled after the Benefit Period ends, You will not be eligible for a new Benefit Period unless:

- You recover from the previous Disability; and
- You return to Full Time Gainful Employment; and
- the Policy remains in force; and
- You have satisfied all other terms and conditions of the Policy.

Transplant and Cosmetic Surgery

If, more than six months after the Effective Date, You become Totally Disabled because of:

- the transplant of a part of Your body to another person, or
- complications of cosmetic surgery to improve Your appearance or correct a disfigurement,

We will deem You to be Totally Disabled as a result of Sickness.

Waiver of Premium Benefit

If You are Disabled for the length of the Elimination Period due to Injury or Sickness not excluded from Coverage:

- We will refund that portion of any premium paid which applies to the period of Disability beyond the date that You were first Disabled in the same claim.
- We will then waive any later premiums that are due while You are continuously Disabled in the same claim and receiving benefits for the Disability.
- We will continue to waive premiums for the six-month period after You recover. At the end of the six-month period, You are responsible for the pro rata portion of the premium for the remainder of the current Premium Term, and all premiums that fall due thereafter in order to keep the Policy in force.

If, after the end of the Benefit Period and before the Expiration Date You remain continuously Disabled, waiver of premium will continue. If You subsequently recover from the Disability, You must notify us within six months of the date You recover. You will then be responsible for the pro rata portion of the premium for the remainder of the current Premium Term and all premiums that fall due thereafter. Failure to notify Us within six months of the date You recover will result in termination of the Policy.

The Waiver of Premium Benefit will also apply if benefits are payable because You have met the requirements of the Recurrent Disability provision.

Nothing in this provision will change the conditions for renewal after the Expiration Date that require You to be Gainfully Employed Full Time for at least 10 months each year.

PROVISIONS RELATING TO REHABILITATION AND WORKPLACE MODIFICATION
OCCUPATIONAL REHABILITATION, MODIFICATION AND ACCESS BENEFITS

Occupational Rehabilitation Benefit

If You are Disabled, You may be eligible for an Occupational Rehabilitation Benefit. If You and We agree in advance on a program of occupational rehabilitation, We will pay for the program as set forth in a signed written agreement. The program of occupational rehabilitation must be a formal plan that will help You to return to Gainful Employment in Your Occupation. The program must be directed by an organization or individual licensed or accredited to provide occupational rehabilitation or education to persons who are disabled.

The extent of Our role in this program will be determined by the written agreement. We will pay only those costs that are not otherwise covered by insurance, workers' compensation, or any public fund or program.

We will periodically review the program and Your progress in it. We will continue to pay for the program, subject to the written agreement, as long as We determine that it is helping You return to Gainful Employment in Your Occupation.

Participating in a program of occupational rehabilitation will not in itself be considered a recovery from the Injury or Sickness that resulted in Your Disability, and benefits will continue as provided in the Policy.

Modification and Access Benefit

If You are Disabled, You may be eligible for the Modification and Access Benefit. If a modification is determined by Us to be appropriate and reasonable to enable You to perform Your material and substantial duties, We will reimburse You for the cost that You incur for such modification upon written proof acceptable to Us as set forth in a signed written agreement. The purpose of any such modification must be to help You to return to Gainful Employment in Your Occupation.

PROVISION RELATING TO SUSPENSION

Suspension During Military Service

~~We will suspend the Policy on the date You begin active duty in the military of any nation or international authority. Such active duty will not include training that lasts 90 days or less. We will refund the pro rata portion of any premium paid for a period of time beyond the date that the Suspension Period begins. Premiums must be paid to the date on which the Suspension Period begins.~~

~~You do not have to provide evidence of medical insurability or income in order to end the Suspension Period. The Suspension Period will end on the date We receive Your written request to place the Policy back in force and Your premium payment. The date We receive Your written request must occur within 90 days after active duty ends.~~

~~After the end of the Suspension Period, premiums will be at the same rate that they would have been had the Policy remained in force. The Policy will not cover losses that result from Injury or Sickness that occurs or begins during a Suspension Period. The Policy will cover only losses that result from Injury that occurs after the end of the Suspension Period or Sickness that first manifests itself more than 10 days after the end of the Suspension Period. In all other respects, You and We will have the same rights under the Policy as before it was suspended.~~

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~~After the end of the Suspension Period, You must pay the pro rata premium for Coverage until the next Premium Term. If the Expiration Date occurs during a Suspension Period, the Policy will terminate.~~

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SUSPENSION FOR ACTIVE MILITARY SERVICE

Suspension for Active Military Service

We will suspend the Policy on the date You begin active duty in the military of any nation or international authority including but not limited to the United States Army, Navy, Air Force, Marine Corps, Coast Guard, or National Guard. We will neither require premiums nor pay benefits under the Policy during a Suspension Period. Acceptance of premiums by Us while You are on active duty will not waive the Suspension Period.

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The Suspension Period starts when active duty begins. Active duty begins at 12:01 a.m. on the date You are obligated to appear for active duty and for which You will be paid for such duty. Active duty does not include training that lasts 90 days or less, or any period of travel preceding a period of active duty.

The Policy must be in force and premiums must be paid to the date on which the Suspension Period begins. We will refund any premium paid which applies to the Suspension Period.

The Suspension Period ends when You are no longer on active duty. After the end of the Suspension Period, You may request that We place the Policy back in force without evidence of insurability. The Policy will be placed back in force when We receive a written request and the required pro rata premium. Any request and premium payment must be received by Us within 90 days after the date Your active duty ends. The Policy will terminate if the premium for the Policy remains unpaid for more than 90 days after the end of a Suspension Period notwithstanding the Grace Period.

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If the Policy is reinstated following the Suspension Period, premiums will be at the same rate that they would have been had the Policy remained in force. If reinstated pursuant to this provision, the Policy will only cover losses that result from Injury that occurs after the end of the Suspension Period or Sickness that first manifests itself more than ten days after the end of the Suspension Period. No privileges or options under the Policy or any attached riders may be exercised during a Suspension Period. In all other respects, You and We will have the same rights under the Policy as before it was suspended.

EXCLUSIONS AND LIMITATIONS

Exclusions

We will not pay benefits for any Disability:

- caused by, contributed to, or which results from military training, military action, military conflict, or war, whether declared or undeclared, while You are serving in the military or units auxiliary thereto, or working for contracted military services;
- during any period of time in which You are incarcerated;
- caused by, contributed to, or which results from Your commission of, or attempt to commit, a criminal offense as defined under local, state, or federal law;
- caused by, contributed to, or which results from Your being engaged in an illegal occupation;
- caused by, contributed to, or which results from the suspension, revocation or surrender of Your professional or occupational license or certification;
- caused by, contributed to, or which results from an intentionally self-inflicted Injury; or
- due to any loss We have excluded by name or specific description.

Limitation While Outside the United States or Canada

~~You must be living full time in the 50 United States of America, the District of Columbia or Canada in order to receive benefits under the Policy, except for incidental travel or vacation, otherwise benefits will cease. Incidental travel or vacation means being outside of the 50 United States of America, the District of Columbia or Canada for not more than two non-consecutive months in a 12-month period. You may not recover benefits that have ceased pursuant to this limitation.~~

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~~If benefits under the Policy have ceased pursuant to this limitation and You return to the 50 United States of America, the District of Columbia or Canada, You may become eligible to resume receiving benefits under the Policy. You must satisfy all terms and conditions of the Policy in order to be eligible to resume receiving benefits under the Policy.~~

~~If You remain outside of the 50 United States of America, the District of Columbia or Canada, premiums will become due beginning six months after benefits cease.~~

Limitation While Outside the United States or Canada

You must be living full time in the 50 states which comprise the United States of America, the District of Columbia or Canada in order to receive benefits under the Policy, except for incidental travel or vacation; otherwise, benefits will cease. Incidental travel or vacation means being outside of the 50 states which comprise the United States of America, the District of Columbia or Canada for less than 60 days in a 12-month period. You may not recover benefits that have ceased pursuant to this limitation.

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If benefits under the Policy have ceased pursuant to this limitation and You return to the 50 states that comprise the United States of America, the District of Columbia or Canada, You may become eligible to resume receiving benefits under the Policy. You must satisfy all terms and conditions of the Policy in order to be eligible to resume receiving benefits under the Policy.

If You remain outside of the 50 states which comprise the United States of America, the District of Columbia or Canada, premiums will become due beginning six months after benefits cease.

Pre-existing Condition Limitation

We will not cover any loss that begins in the first two years after the Effective Date from a Pre-existing Condition.

Mental and/or Substance-Related Disorders Limitation

Benefits for any Disability due to a Mental and/or Substance-Related Disorder will be paid for a period not longer than the Maximum Benefit Period for Mental and/or Substance-Related Disorders.

After the Maximum Benefit Period for Mental and/or Substance-Related Disorders and subject to the Policy provisions, We will only pay benefits while You are continuously confined in a Hospital for treatment of a Disability due to a Mental and/or Substance-Related Disorder, and You are under the regular medical care of a Physician.

Under no circumstance will We pay benefits for any Disability due to a Mental and/or Substance-Related Disorder that We have excluded by name or specific description.

PROVISIONS RELATING TO CLAIMS

Notice of Claim

You must give Us written Notice of Claim within 30 days after any loss covered by the Policy occurs or begins, or as soon after that as is reasonably possible. Written Notice of Claim, with complete information to identify You, will be sufficient if provided to Us at Our home office, 700 South Street, Pittsfield, MA 01201.

Claim Forms

When We receive written Notice of Claim, We will send Claim Forms for filing Proof of Loss. Claim Forms must be completed, signed and returned to Us, and are a required part of Proof of Loss. If We do not send You such forms within 15 days after receiving written Notice of Claim, You may submit a written statement within the time fixed in the Policy for filing Proof of Loss, which provides the nature and extent of the loss for which a claim is made.

Proof of Loss

You must provide Us with written Proof of Loss at Our home office for a loss within 90 days after the end of each monthly period for which You are claiming benefits. All losses must occur while the Policy is in force.

We can require any proof that We consider necessary to evaluate Your claim. Such proof may include, but is not limited to, medical records, employment records, business records, evidence of Your Prior and Current Income, financial records, and any other information necessary for Us to evaluate Your claim.

If You cannot give Us written Proof of Loss within the prescribed time, We will not deny or reduce Your claim if You give Us written Proof of Loss as soon as reasonably possible. Under no circumstance will We pay benefits if written Proof of Loss is delayed for more than one year, unless You have lacked legal capacity.

Time of Payment of Claims

Subject to satisfactory written Proof of Loss and upon Our determination that benefits are payable under the provisions of the Policy, We will pay all accrued benefits for Disability and other specified losses for which We are liable. Benefits will be payable at the end of each month after the period of liability has occurred while You are Disabled. Any amounts unpaid when Our liability ends will be paid promptly after We receive satisfactory written Proof of Loss.

Payment of Claims

You must satisfy all terms and conditions of the Policy in order for benefits to become payable. After all required Proof of Loss is provided and the claim is approved by Us, We will pay the benefits of the Policy for which we are liable to the Loss Payee.

Coverage terminates upon Your death. Any accrued benefits unpaid at Your death will be paid to Your estate.

If any benefit of the Policy becomes payable to a person not competent to give a release, We may pay such benefit, up to \$1,000, to one of Your relatives by blood or marriage who We believe is entitled to it. Any payment made in good faith under this provision will fully discharge Us to the extent of such payment.

Examinations

We have the right to have You examined at Our expense and as often as We may reasonably require to determine Your eligibility for benefits under the Policy as part of Proof of Loss. We reserve the right to select the examiner. The examiner will be a specialist appropriate to the assessment of Your claim.

The examinations may include but are not limited to medical examinations, functional capacity examinations, psychiatric examinations, vocational evaluations, rehabilitation evaluations, and occupational analyses. Such examinations may include any related tests that are reasonably necessary to the performance of the examination. We will pay for the examination. We may deny or suspend benefits under the Policy if You fail to attend an examination or fail to cooperate with the examiner.

You must meet with Our representative for a personal interview or review of records at such time and place, and as frequently as We reasonably require. Upon Our request, You must provide appropriate documentation.

We have the right, at our expense, to analyze or require an analysis of all relevant financial and operational records, including Your personal, business and corporate federal and state tax returns, as often as We may reasonably require by a financial examiner of Our choice. Such assessments may include analysis of business, financial and operational records for any business in which You have or may have an ownership interest. We can require that Your accounting practices be the same as those which were in effect at the time You first became Disabled.

Responsibility to Cooperate and Obtain Appropriate Medical Care

You have the responsibility to cooperate with Us concerning all matters relating to the Policy and claims thereunder. You have the responsibility to obtain all reasonably appropriate medical care for the condition for which You are claiming benefits.

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PROVISIONS RELATING TO PREMIUM AND RENEWAL

Premium

Premiums are due on the first day of each Premium Term. If You die, We will refund to Your estate that part of any premium which applies to the period after Your date of death.

Grace Period

After the first Premium Term, We allow a Grace Period of 31 days in which to pay each premium due. The Policy stays in force during the Grace Period. If You have not paid the premium when it is due or by the end of the Grace Period, the Policy will lapse.

Premium Term Changes

On any premium due date, You may change the Premium Term, but We will not allow any change which would result in a premium not being due on a Policy Anniversary.

On request, and subject to Our approval, premiums may be paid annually or on a periodic basis. The Premium Terms available are annual, semiannual or quarterly. Premiums may also be paid monthly by automatic bank draft. We will change the Premium Term if We receive the Owner's proper written request at Our home office before the premium due date.

Renewal After The Expiration Date

After the Expiration Date, You may renew the Policy at the end of each Premium Term as long as You are not Disabled and You are Gainfully Employed Full Time for at least 10 months each year and the premium is paid on time. If You renew the Policy after the Expiration Date, We will issue a new Schedule Page at that time.

After the Expiration Date, We can require satisfactory written proof that You have continued to be Gainfully Employed Full Time for at least 10 months each year.

The Policy must be in force in order for You to renew the Policy after the Expiration Date.

The only Coverage that will continue after the Expiration Date is for a Total Disability Benefit. All other Coverage in force on the Expiration Date will terminate on the Expiration Date, unless otherwise stated. The Benefit Period after the Expiration Date is shown in the Schedule Page.

After the Expiration Date, Your premium will be at Our rates then in effect for persons of Your Age, Class of Risk, Occupation Class, and any special class rating that applies to the Policy. We have the right to change such premiums on a class basis on any Policy Anniversary.

Any premium paid after the Expiration Date for a period not covered by the Policy will be returned to You.

Reinstatement

If the Policy has lapsed at the end of the Grace Period, You can apply to reinstate the Policy by completing an application and paying all overdue premiums. Such application must be received by Us within six months of the date the Policy lapsed.

We may require satisfactory evidence of insurability to reinstate the Policy. If We approve Your application, the Policy will be placed back in force on the date of such approval. If We have not approved or refused Your application in writing within 45 days after receipt of such application and overdue premium, the Policy will be reinstated on that 45th day. If We refuse to reinstate the Policy, We will refund Your premium.

In any case, the Policy will be reinstated on the date that We accept a premium and do not ask for an application.

The reinstated Policy will cover only losses that result from Injury that occurs after the date of Reinstatement or Sickness that begins first manifests itself more than 10 days after such date. In all other respects, You and We will have the same rights under the Policy as before it lapsed, subject to any provisions endorsed on or attached to the Policy in connection with Reinstatement.

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GENERAL CONTRACT PROVISIONS

Consideration

We have issued the Policy in consideration of the representations in Your application and payment of the first premium. A copy of Your application is attached and is a part of the Policy.

Effective Date Provision

Insurance takes effect on the Effective Date for the Premium Term that is shown in the Schedule Page, unless You have Preliminary Term. The Policy takes effect at 12:01 a.m. on the Policy Effective Date shown on the Schedule Page and terminates at 11:59 p.m. on the Termination Date.

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Preliminary Term Provision

If the Schedule Page indicates that You have Preliminary Term, the Policy takes effect at 12:01 a.m. on the Preliminary Term Effective Date. All of Your rights under the Policy will begin on the Preliminary Term Effective Date.

Entire Contract; Changes

The Policy with any application(s), the Schedule Pages, and any attached riders, amendments and endorsements make up the entire contract. No change in the Policy will be valid unless it has been endorsed on or attached to the Policy in writing by the president, a vice president, or the secretary of Berkshire Life.

No agent or broker has authority to change the Policy or waive any of its provisions.

Incontestable

The Policy will be incontestable as to the statements, except fraudulent statements, contained in the application after it has been in force for a period of two years during Your lifetime, excluding any period during which You are Disabled. No claim for a loss incurred or Disability that begins after two years from the Effective Date, excluding any period during which You are Disabled, will be reduced or denied because a sickness or physical condition existed prior to the Effective Date. This assumes that such sickness or physical condition was not excluded from Coverage by name or description.

In the event of a reinstatement, the Policy will be incontestable as to statements made by You, except fraudulent statements, contained in the application for reinstatement of the Policy after it has been in force for a period of two years following the date the Policy was reinstated, excluding any period during which You are Disabled.

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Termination of the Policy

The Policy will terminate when the first of the following occurs:

- the premium for the Policy remains unpaid at the end of the Grace Period; or
- the premium for the Policy remains unpaid for more than 90 days after the end of a Suspension Period notwithstanding the Grace Period; or
- the date of Your written request to terminate the Policy; or
- the Expiration Date, if You are not Gainfully Employed Full Time for at least 10 months each year; or
- the end of the first Premium Term after the Expiration Date, when You are no longer Gainfully Employed Full Time for at least 10 months each year; or
- Your death.

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Conformity with State Laws

Any provision of the Policy which, on the Effective Date, is in conflict with the laws of the state in which You reside on such date is hereby amended to meet the minimum requirements of such laws.

Legal Actions

No one can bring an action at law or in equity under the Policy until 60 days after written Proof of Loss has been furnished as required by the Policy. In no case can an action be brought against Us more than three years after written Proof of Loss must be furnished.

Misstatement of Age

If Your age has been misstated, Coverage will be based upon what the premium paid would have bought at Your correct age. If We would not have issued the Policy at Your correct age, there will be no insurance and We will owe only a refund of all premiums paid for the period not covered by the Policy.

Assignment

We will not be bound by an assignment of the Policy for any claim unless We receive a written assignment on a form provided by Us before We pay the benefits claimed. We will not be responsible for the validity or tax consequences of any assignment.

Waiver of Policy Provisions

Our failure to invoke or enforce a right We have reserved under the terms of the Policy will not be deemed a permanent waiver of that right.

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

RESIDUAL DISABILITY BENEFIT RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

CPI-U

CPI-U means the Consumer Price Index for All Urban Consumers, or any later replacement of it, as published by the United States Department of Labor.

~~Current Business Expenses~~

~~Current Business Expenses means Your Business Expenses in each month while You are Residually Disabled. While You are Residually Disabled, the Current Business Expenses deducted from gross earned income may not exceed Your Prior Business Expenses except as adjusted by this rider.~~

Current Index Month

Current Index Month means the anniversary of the Original Index Month immediately preceding the Review Date.

Disability or Disabled

Disability or Disabled is amended to also include Residual Disability or Residually Disabled.

Loss of Income Indemnity

The Loss of Income Indemnity is the amount that We will pay each month for the first 12 months that You are eligible for a Residual Disability benefit in the same claim.

Original Index Month

Original Index Month means the calendar month 90 days before the date on which You were first Disabled in the same claim.

~~Prior Business Expenses~~

~~Prior Business Expenses means Your average monthly Business Expenses for the same period in which Your Prior Income is determined.~~

Residual Disability or Residually Disabled

Residual Disability or Residually Disabled means that You are Gainfully Employed and are not Totally Disabled under the terms of the Policy but, solely because of ~~Sickness or~~ Injury or Sickness, Your Loss of Income is at least 15% of Your Prior Income.

Residual Indemnity

Residual Indemnity means the amount We will pay each month if you continue to be Residually Disabled in the same claim after the Loss of Income Indemnity has been paid for 12 months. It is a percentage of the Monthly Indemnity.

Review Date

Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO RESIDUAL DISABILITY

Residual Disability Benefit

When You are Residually Disabled, We will pay a monthly benefit as follows:

- You must become Disabled while the Policy is in force.
- You must satisfy the Elimination Period.
- After You have satisfied the Elimination Period, a Residual Disability benefit will be payable at the end of each month while You are Residually Disabled.

For each month of the first 12 months that You are eligible for a Residual Disability benefit in the same claim, We will pay a Loss of Income Indemnity. The Loss of Income Indemnity is equal to Your Loss of Income less any individual disability insurance benefits You are receiving, or that You are eligible to receive, from Us and all other insurance companies, on policies that are in force on or before the Effective Date of this rider. In no event will the Loss of Income Indemnity exceed Your Monthly Indemnity.

If you continue to be Residually Disabled in the same claim after the Loss of Income Indemnity has been paid for 12 months, We will pay a Residual Indemnity. ~~The Residual Indemnity will be payable monthly and will be a percentage of the Monthly Indemnity.~~

Residual Indemnity will be determined by the formula (a) divided by (b) multiplied by (c), where:

- (a) is Your Loss of Income for the month in which You are Residually Disabled; and
- (b) is Your Prior Income; and
- (c) is the Monthly Indemnity.

If Your Loss of Income is more than 75% of Prior Income in any month of Residual Disability while Residual Indemnity is payable, We will deem such loss to be 100%.

We will not increase the Residual Disability benefit because You are Disabled from more than one cause at the same time.

Recovery

Even if You have recovered from the ~~Sickness or Injury~~ or Sickness that caused Residual Disability, We will continue to consider You Residually Disabled so long as Your Loss of Income is still at least 15% of Your Prior Income and such Loss of Income is solely because of ~~Sickness or Injury~~ or Sickness.

Adjustment of Prior Income and Prior Business Expenses ~~Due to Inflation for Computing Your Loss of Income~~

On the Review Date while benefits are payable, We will adjust Your Prior Income and Prior Business Expenses for the next 12 months to reflect any changes in cost of living since the start of claim. We will compute the adjusted Prior Income and Prior Business Expenses by multiplying each by the actual percentage change in the CPI-U between the Current Index Month and the Original Index Month. The adjusted Prior Income and adjusted Prior Business Expenses will apply to the 12-month period that follows the Review Date and will be used to determine Your Loss of Income.

The adjustment to Prior Income and Prior Business Expenses may vary from year to year as the CPI-U rises or falls in relation to the Original Index Month. We will make no change that would reduce Prior Income or Prior Business Expenses below what they were at the start of claim.

We will adjust the Prior Income and Prior Business Expenses on each Review Date until the first of the following events occurs:

- the Benefit Period ends; or
- this rider terminates.

Proof of Loss

In addition to any Proof of Loss required by the Policy, You must provide Us with written Proof of Loss necessary to establish that Your Loss of Income is solely the result of Your Disability.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date of the Policy.

TERMINATION**Termination of the Residual Disability Benefit**

Benefits for Residual Disability will no longer be payable on the date that the first of the following events occurs:

- You are no longer Residually Disabled; ~~or~~
- Your Loss of Income is no longer solely the result of Injury or Sickness; ~~or~~
- the first month in which Your Loss of Income is less than 15% of Your Prior Income; ~~or~~
- You become Totally Disabled;
- the Benefit Period ends; or
- ~~You become Totally Disabled; or~~
- this rider terminates.

Berkshire Life Insurance Company of America



Secretary

3% COMPOUND COST OF LIVING ADJUSTMENT RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Cost of Living Adjustment Factor

The Cost of Living Adjustment Factor is 1.03.

Incremental Monthly Indemnity

Incremental Monthly Indemnity means the difference between the adjusted Monthly Indemnity in effect on the last Review Date before Your claim ends and the Monthly Indemnity as shown in the Schedule Page.

Review Date

Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

Adjustment of the Monthly Indemnity

On the Review Date while benefits are payable, We will adjust the Monthly Indemnity on a compound interest basis as follows: We will determine Your adjusted Monthly Indemnity for the next 12 months by multiplying the Monthly Indemnity in effect immediately prior to the Review Date by the Cost of Living Adjustment Factor.

~~ADJUSTMENT TO MONTHLY INDEMNITY UPON RECOVERY~~

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If You are no longer Disabled and We are no longer paying benefits under the Policy, We will increase the Monthly Indemnity of the Policy by the Incremental Monthly Indemnity, if any, determined on the last Review Date, if:

- You have not attained Age 60; and
- the Incremental Monthly Indemnity is at least \$200.

There will be no extra premium charge for the Incremental Monthly Indemnity until the Expiration Date.

Adjusted Monthly Indemnity After the Expiration Date

At the time You first renew the Policy after the Expiration Date, You may choose one of the following amounts of Monthly Indemnity for any claim for Total Disability that begins after that date:

- the Monthly Indemnity shown in the Schedule Page; or
- the increased indemnity, if any, last created by this rider.

We will base Your premium after the Expiration Date on the amount of Monthly Indemnity You select. You must meet all the conditions in the Policy for renewal after the Expiration Date.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date.

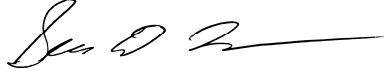
TERMINATION

Termination of Cost of Living Adjustment

We will adjust the Monthly Indemnity on each Review Date until the first of the following events occurs:

- benefits are no longer being paid under the Policy for Your Disability; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America

A handwritten signature in black ink, appearing to be "S. O. R.", written in a cursive style.

Secretary

FUTURE INCREASE OPTION RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Increase Option

Increase Option means Your option to apply for an Increase Policy.

Increase Policy

Increase Policy means the additional Monthly Indemnity issued under this rider.

Option Date

Option Date means the date of every Policy Anniversary while this rider is in effect.

Option Period

Option Period means the 63-day period beginning 31 days immediately before the Option Date and ending 31 days immediately following the Option Date.

Special Option Date

While this rider is in effect, Special Option Date means:

- 90 days after the date You are no longer eligible to participate in Your employer's group long term disability (LTD) plan; or
- 90 days after a group LTD plan under which You were covered ends and has not been converted or replaced; or
- A date that We declare for such purpose.

We will issue only one Increase Policy as a result of a Special Option Date while the Policy and this rider are in effect.

Special Option Period

Special Option Period means the period beginning on the Special Option Date and ending 31 days immediately following the Special Option Date.

Total Increase Option

Total Increase Option means the maximum amount of Monthly Indemnity that may be issued under this rider. The Total Increase Option is shown in the Schedule Page.

PROVISIONS RELATING TO FUTURE INCREASE OPTIONS

Exercising an Increase Option During an Option Period

Subject to the Conditions and Limitations provision of this rider, You may exercise an Increase Option during an Option Period. Each Increase Policy applied for during an Option Period will be underwritten in accordance with, based on, Our underwriting rules then in effect when You exercise an Increase Option use, or those in effect on the Effective Date of the Policy, whichever are more favorable to You, to determine the maximum amount of allowable Monthly Indemnity, if any, available to You.

Exercising an Increase Option When Disabled or Benefits are Payable

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Subject to the Conditions and Limitations provision of this rider, You may exercise an Increase Option during an Option Period when You are Disabled or benefits are being paid. You may not exercise an Increase Option during a Special Option Period if You are Disabled or benefits are being paid.

Your Income for the purpose of exercising an Increase Option when You are Disabled will be based upon the 12-month period immediately prior to the onset of Your Disability.

If You exercise an Increase Option when You are Disabled or benefits are being paid, any Increase Policy issued will only apply to a new and separate Disability. Under no circumstances will an Increase Policy, issued during a period of Disability or when benefits are being paid, provide a benefit for the current Disability or current claim for benefits.

Any Increase Policy approved during a period of Disability or while benefits are being paid will only be issued on a separate policy form that is most like the Policy then in use on a regular basis in the place where You live.

The premium for any Increase Policy issued when You are Disabled or benefits are being paid will be waived if premiums are then being waived for the Policy to which this rider is attached.

Exercising an Increase Option on a Special Option Date

You may be eligible to apply for an Increase Policy on a Special Option Date if:

- You are Gainfully Employed Full Time; and
- benefits are not being paid under the Policy.

The Increase Policy applied for during a Special Option Period will be underwritten in accordance with Our underwriting rules in effect when You exercise an Increase Option to determine the maximum amount of allowable Monthly Indemnity, if any, available to You.

We will issue only one Increase Policy as a result of a Special Option Date while the Policy and this rider are in effect. If We issue an Increase Policy as a result of a Special Option Date, You forfeit the Increase Option on the next Option Date.

Proof of Insurability

When You exercise an Increase Option, You must provide evidence of Your Income, employment and all other disability insurance with any insurer that is in force, which You have applied for, or for which You are eligible. We may require additional evidence of financial insurability, as necessary. You do not have to provide evidence of Your medical insurability or occupation.

Maximum Amount of Monthly Indemnity Available to You

Until You attain Age 45, You may apply for all or part of the remaining Total Increase Option.

On or after Age 45:

- You may apply for up to one-third of the original Total Increase Option; or
- You may apply for the remaining Total Increase Option if it is less than \$1,000; or
- You may apply for the remaining Total Increase Option if You are applying for an Increase Policy on a Special Option Date because You are no longer eligible to participate in Your employer's group LTD plan or a group LTD plan under which You were covered ends and has not been converted or replaced.

Conditions and Limitations

All of the following conditions apply when You exercise an Increase Option:

- We must receive Your written application for an Increase Policy during an Option Period or Special Option Period.
- Each Increase Policy applied for during an Option Period or a Special Option Period will be underwritten to determine the maximum amount of Monthly Indemnity, if any, available to You. You must provide evidence

of Your Income, employment and all other disability insurance with any insurer that is in force, which You have applied for, or for which You are eligible. We may require additional evidence of financial insurability, as necessary. You do not have to provide evidence of Your medical insurability or occupation.

- If You exercise an Increase Option during a Special Option Period because You are no longer eligible to participate in Your employer's group LTD plan or a group LTD plan under which You were covered ends and has not been converted or replaced, You must also provide evidence of Your eligibility status in the group LTD plan, or evidence that the group LTD plan has terminated and has not been converted or replaced.
- The Increase Policy may either be added to the Policy in the form of an Additional Monthly Benefit Rider or will be issued on a separate policy form that is most like the Policy then in use on a regular basis in the place where You live. Any Increase Policy approved during a period of Disability or while benefits are being paid will only be issued on a separate policy form.
- The Increase Policy cannot have a shorter Elimination Period or a longer Benefit Period than the Policy to which this rider is attached.
- We will not issue an Increase Policy with less than \$200 of Monthly Indemnity.
- The Increase Policy may or may not include the same provisions and benefits as the Policy to which this rider is attached. The Increase Policy may only include those benefits that are part of the Policy to which this rider is attached if We are then offering such benefits to new applicants.
- The premium for each Increase Policy will be based on the rates in effect on the date of issue of the Increase Policy. The premium will be based on the following factors:
 - the Increase Policy amount; and
 - Your Age on the date of issue of the Increase Policy; and
 - the Class of Risk and Occupation Class of the Policy to which this rider is attached; and
 - any special class rating that applies to the Policy to which this rider is attached; and
 - the policy form of the Increase Policy; and
 - any rider that is attached to the Increase Policy that adjusts or determines a benefit based upon Monthly Indemnity.

Your Class of Risk and Occupation Class under the Increase Policy will not be less favorable than under the Policy to which this rider is attached.

If You submit to Us satisfactory evidence that Your Class of Risk and Occupation Class on the Effective Date of the Increase Policy is more favorable to You than it was when the Policy went into effect, then We will apply the more favorable risk classification to the Increase Policy. Any Increase Policy approved will only be issued on a separate policy form that is most like the Policy then in use on a regular basis in the place where You live.

- Conditions that are excluded by name or specific description under the terms of the Policy to which this rider is attached will be excluded under the Increase Policy.
- In order for an Increase Policy to become effective, We must receive the first premium unless premiums are then being waived because You are Disabled or benefits are being paid under the Policy.

Premium and Renewal

The premium for this rider on the date of issue is shown in the Schedule Page. Each time We issue an Increase Policy, We will reduce the remaining Total Increase Option available to You under this rider by the amount issued. The premium for this rider will be reduced accordingly.

This rider will expire and no further premium will be due for it after You are Age 55 or, if earlier, after Your last Increase Policy is issued.

TERMINATION

This rider will terminate when the first of the following events occurs:

- You attain Age 55;
- the Total Increase Option as shown in the Schedule Page has been issued;
- the premium for this rider remains unpaid for more than 31 days;
- the date of Your written request to terminate this rider; or
- the Policy terminates.

Berkshire Life Insurance Company of America

A handwritten signature in black ink, appearing to be "S. D. R.", written over a horizontal line.

Secretary

6% MAXIMUM COST OF LIVING ADJUSTMENT RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Cost of Living Adjustment Factor

Cost of Living Adjustment Factor is determined by dividing the CPI-U for the Current Index Month by the CPI-U for the Original Index Month. The Cost of Living Adjustment Factor will never be less than 1.00.

CPI-U

CPI-U means the Consumer Price Index for All Urban Consumers, or any later replacement for it, as published by the Bureau of Labor Statistics of the United States Department of Labor.

Current Index Month

Current Index Month means the anniversary of the Original Index Month immediately preceding the Review Date.

Incremental Monthly Indemnity

Incremental Monthly Indemnity means the difference between the adjusted Monthly Indemnity in effect on the last Review Date before Your claim ends and the Monthly Indemnity as shown in the Schedule Page.

Maximum Increase Percent

Maximum Increase Percent is the compounded percentage rate that is used to determine the maximum amount of adjusted Monthly Indemnity for which You are eligible. The Maximum Increase Percent is 6.00%.

Minimum Increase Percent

Minimum Increase Percent is the compounded percentage rate that is used to determine the minimum amount of adjusted Monthly Indemnity for which You are eligible. The Minimum Increase Percent is 3.00%.

Original Index Month

Original Index Month means the calendar month 90 days before the date on which You were first Disabled in the same claim.

Review Date

Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

Cost of Living Adjustment

On the Review Date while benefits are payable, We will adjust the Monthly Indemnity for the next 12 months to reflect any changes in cost of living since the start of claim. We will compute the adjusted Monthly Indemnity by multiplying the Monthly Indemnity by the Cost of Living Adjustment Factor. The adjusted Monthly Indemnity will apply to the 12-month period that follows the Review Date while You remain Disabled in the same claim.

Any adjustment to the Monthly Indemnity may vary from year to year as the CPI-U rises or falls in relation to the Original Index Month. The adjustment to the Monthly Indemnity will never be:

- more than the amount We would pay if the CPI-U had risen each year exactly by the Maximum Increase Percent; or

- less than the amount We would pay if the CPI-U had risen each year exactly by the Minimum Increase Percent.

~~ADJUSTMENT TO MONTHLY INDEMNITY UPON RECOVERY~~

If You are no longer Disabled and We are no longer paying benefits under the Policy, We will increase the Monthly Indemnity of the Policy by the Incremental Monthly Indemnity, if any, determined on the last Review Date, if:

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- You have not attained Age 60; and
- the Incremental Monthly Indemnity is at least \$200.

There will be no extra premium charge for the Incremental Monthly Indemnity until the Expiration Date.

Adjusted Monthly Indemnity After the Expiration Date

At the time You first renew the Policy after the Expiration Date, You may choose one of the following amounts of Monthly Indemnity for any claim for Total Disability that begins after that date:

- the Monthly Indemnity shown in the Schedule Page; or
- the increased indemnity, if any, last created by this rider.

We will base Your premium after the Expiration Date on the amount of Monthly Indemnity You select. You must meet all the conditions in the Policy for renewal after the Expiration Date.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date.

TERMINATION

Termination of Cost of Living Adjustment

We will adjust the Monthly Indemnity on each Review Date until the first of the following events occurs:

- benefits are no longer being paid under the Policy for Your Disability; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America



Secretary

FOUR-YEAR DELAYED COST OF LIVING ADJUSTMENT RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Cost of Living Adjustment Factor

The Cost of Living Adjustment Factor is 1.03.

Incremental Monthly Indemnity

Incremental Monthly Indemnity means the difference between the adjusted Monthly Indemnity in effect on the last Review Date before Your claim ends and the Monthly Indemnity as shown in the Schedule Page.

Review Date

The first Review Date will be on the fourth anniversary of the date You were first Disabled in the same claim. Thereafter, the Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

Adjustment of the Monthly Indemnity

On the Review Date while benefits are payable, We will adjust the Monthly Indemnity on a compound interest basis as follows: We will determine Your adjusted Monthly Indemnity for the next 12 months by multiplying the Monthly Indemnity in effect immediately prior to the Review Date by the Cost of Living Adjustment Factor.

ADJUSTMENT TO MONTHLY INDEMNITY UPON RECOVERY

If You are no longer Disabled and We are no longer paying benefits under the Policy, We will increase the Monthly Indemnity of the Policy by the Incremental Monthly Indemnity, if any, determined on the last Review Date, if:

- You have not attained Age 60; and
- the Incremental Monthly Indemnity is at least \$200.

There will be no extra premium charge for the Incremental Monthly Indemnity until the Expiration Date.

Adjusted Monthly Indemnity After the Expiration Date

At the time You first renew the Policy after the Expiration Date, You may choose one of the following amounts of Monthly Indemnity for any claim for Total Disability that begins after that date:

- the Monthly Indemnity shown in the Schedule Page; or
- the increased indemnity, if any, last created by this rider.

We will base Your premium after the Expiration Date on the amount of Monthly Indemnity You select. You must meet all the conditions in the Policy for renewal after the Expiration Date.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date.

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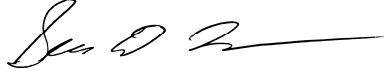
TERMINATION

Termination of Cost of Living Adjustment

We will adjust the Monthly Indemnity on each Review Date until the first of the following events occurs:

- benefits are no longer being paid under the Policy for Your Disability; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America

A handwritten signature in black ink, appearing to be "S. O. R.", written in a cursive style.

Secretary

GRADED LIFETIME INDEMNITY FOR TOTAL DISABILITY RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Lifetime Indemnity

The Lifetime Indemnity is the amount We will pay to You each month while You remain continuously Totally Disabled in the same claim after the Expiration Date of the Policy. Lifetime Indemnity is equal to the Monthly Indemnity that was payable for Total Disability in the last month of the Benefit Period multiplied by the Lifetime Indemnity Percentage.

Lifetime Indemnity Percentage

Lifetime Indemnity Percentage is determined based upon the following table:

<u>If Your continuous Total Disability started:</u>	<u>The Lifetime Indemnity Percentage is:</u>
Prior to Age 46	100%
At or after Age 46, but before Age 47	95%
At or after Age 47, but before Age 48	90%
At or after Age 48, but before Age 49	85%
At or after Age 49, but before Age 50	80%
At or after Age 50, but before Age 51	75%
At or after Age 51, but before Age 52	70%
At or after Age 52, but before Age 53	65%
At or after Age 53, but before Age 54	60%
At or after Age 54, but before Age 55	55%
At or after Age 55, but before Age 56	50%
At or after Age 56, but before Age 57	45%
At or after Age 57, but before Age 58	40%
At or after Age 58, but before Age 59	35%
At or after Age 59, but before Age 60	30%
At or after Age 60, but before Age 61	25%
At or after Age 61, but before Age 62	20%
At or after Age 62, but before Age 63	15%
At or after Age 63, but before Age 64	10%
At or after Age 64, but before Age 65	5%
At or after Age 65	0%

PROVISION RELATING TO LIFETIME INDEMNITY

Lifetime Indemnity Total Disability Benefit

This rider provides a ~~graded~~ Lifetime Indemnity for Total Disability ~~beyond the end of the Benefit Period~~. We will pay the Lifetime Indemnity at the end of each month during Your continuous Total Disability, for the rest of your life if:

- You become Totally Disabled while the Policy is in force; and
- We paid Total Disability benefits under the Policy until the Expiration Date or the end of the Benefit Period, whichever is later; and
- You remain continuously Totally Disabled in the same claim from the same or directly related cause or

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- causes after the Expiration Date or the end of the Benefit Period, whichever is later; and
- You continue to satisfy all of the terms and conditions of the Policy.

We will not increase the Lifetime Indemnity because You are Totally Disabled from more than one cause at the same time.

This rider does not extend the Benefit Period for the Policy or for any other rider included with the Policy. Lifetime Indemnity will not be payable under this rider for any period for which benefits are payable under the Total Disability Benefit provision of the Policy.

This rider does not extend the Maximum Benefit Period for Mental and/or Substance-Related Disorders as shown in the Schedule Page. ~~No benefits are payable under the Policy or this rider beyond the Maximum Benefit Period for Mental and/or Substance-Related Disorders.~~

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Proof of Loss

In addition to any Proof of Loss required by the Policy, You must continue to provide Us with written Proof of Loss necessary to establish that You remain continuously Totally Disabled.

Premium and Renewal

The premium for this rider is shown in the schedule page. You may not renew this rider after the Expiration Date of the Policy.

TERMINATION

Termination of the Lifetime Indemnity Total Disability Benefit

Benefits payable under this rider will no longer be payable when the first of the following occurs:


- You are no longer continuously Totally Disabled in the same claim from the same or directly related cause or causes; or
- Your death.

Termination of this Rider

This rider will terminate when the first of the following events occurs:

- You attain Age 65 and You are not Totally Disabled; or
- the premium for this rider remains unpaid for more than 31 days; or
- the date of Your written request to terminate this rider; or
- when Lifetime Indemnity is no longer payable.

Berkshire Life Insurance Company of America



Secretary

RETIREMENT PROTECTION PLUS (RPP) DISABILITY BENEFIT RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Accumulation Period

The Accumulation Period for this rider is shown in the Schedule Page. It is an uninterrupted period of consecutive days that begins on the first day that You are Totally Disabled and not Gainfully Employed, and during which the Elimination Period must be satisfied.

Elimination Period

The Elimination Period for this rider is shown in the Schedule Page. The Elimination Period is the number of days that must elapse before benefits become payable. The Elimination Period starts on the first day that You are Totally Disabled and not Gainfully Employed. You must be Totally Disabled and not Gainfully Employed, from the same cause or a different cause for this entire period. The days within this period need not be consecutive, but they must occur within the Accumulation Period. Benefits will not accrue or be payable during the Elimination Period.

RPP Monthly Indemnity

RPP Monthly Indemnity is shown in the Schedule Page. It is the amount We will pay to the Trustee for each month You are Totally Disabled and not Gainfully Employed.

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Trust

Trust means the irrevocable trust account established by You into which the RPP Monthly Indemnity will be paid.

Trustee

~~The Trustee is Guardian Trust Company, FSB.~~ The Trustee is responsible for the administration of the Trust. If a successor Trustee is required, one will be named by Us.

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PROVISIONS RELATING TO THE RPP BENEFIT

This rider provides an RPP Benefit if You are Totally Disabled and not Gainfully Employed.

During a period of Disability, the premium for this rider will be waived if premiums are then being waived for the Policy to which this rider is attached.

The RPP Monthly Indemnity, Elimination Period, Accumulation Period, Benefit Period, Expiration Date and the annual premium for this rider are shown in the Schedule Page.

RPP Benefit

When You are Totally Disabled and not Gainfully Employed, We will pay the RPP Monthly Indemnity as follows:

- You must become Totally Disabled while the Policy is in force.
- You must have executed any documents that may be necessary to establish the Trust and to facilitate payment of the RPP Monthly Indemnity ~~to the Trust.~~
- You must satisfy the Elimination Period of this rider.
- After You have satisfied the Elimination Period of this rider, RPP Monthly Indemnity will be payable at the end of each month while You are Totally Disabled and not Gainfully Employed.
- The RPP Monthly Indemnity is paid in to the Trust established for this purpose.

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We will not increase the RPP Monthly Indemnity because You are Totally Disabled from more than one cause at the same time.

Distribution of Trust Assets

Trust assets will be distributed in accordance with the terms of the Trust.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after Age 65.

TERMINATION**Termination of the RPP Benefit**

The RPP Monthly Indemnity will no longer be payable on the date that the first of the following events occurs:

- You are no longer Totally Disabled; or
- You become Gainfully Employed; or
- the Benefit Period ends; or
- You attain Age 65; or
- this rider terminates.

Berkshire Life Insurance Company of America



Secretary

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

RESIDUAL DISABILITY BENEFIT RIDER

As of the Effective Date shown below, this rider is attached to the Policy. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

Policy Number:

Insured:

Effective Date of this rider:

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

CPI-U

CPI-U means the Consumer Price Index for All Urban Consumers, or any later replacement of it, as published by the United States Department of Labor.

~~Current Business Expenses~~

~~Current Business Expenses means Your Business Expenses in each month while You are Residually Disabled. While You are Residually Disabled, the Current Business Expenses deducted from gross earned income may not exceed Your Prior Business Expenses except as adjusted by this rider.~~

Current Index Month

Current Index Month means the anniversary of the Original Index Month immediately preceding the Review Date.

Disability or Disabled

Disability or Disabled is amended to also include Residual Disability or Residually Disabled.

Loss of Income Indemnity

The Loss of Income Indemnity is the amount that We will pay each month for the first 12 months that You are eligible for a Residual Disability benefit in the same claim.

Original Index Month

Original Index Month means the calendar month 90 days before the date on which You were first Disabled in the same claim.

~~Prior Business Expenses~~

~~Prior Business Expenses means Your average monthly Business Expenses for the same period in which Your Prior Income is determined.~~

Residual Disability or Residually Disabled

Residual Disability or Residually Disabled means that You are Gainfully Employed and are not Totally Disabled under the terms of the Policy but, solely because of ~~Sickness or~~ Injury or Sickness, Your Loss of Income is at least 15% of Your Prior Income.

Residual Indemnity

Residual Indemnity means the amount We will pay each month if you continue to be Residually Disabled in the same claim after the Loss of Income Indemnity has been paid for 12 months. It is a percentage of the Monthly Indemnity.

Review Date

Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO RESIDUAL DISABILITY**Residual Disability Benefit**

When You are Residually Disabled, We will pay a monthly benefit as follows:

- You must become Disabled while the Policy is in force.
- You must satisfy the Elimination Period.
- After You have satisfied the Elimination Period, a Residual Disability benefit will be payable at the end of each month while You are Residually Disabled.

For each month of the first 12 months that You are eligible for a Residual Disability benefit in the same claim, We will pay a Loss of Income Indemnity. The Loss of Income Indemnity is equal to Your Loss of Income less any individual disability insurance benefits You are receiving, or that You are eligible to receive, from Us and all other insurance companies, on policies that are in force on or before the Effective Date of this rider. In no event will the Loss of Income Indemnity exceed Your Monthly Indemnity.

If you continue to be Residually Disabled in the same claim after the Loss of Income Indemnity has been paid for 12 months, We will pay a Residual Indemnity. ~~The Residual Indemnity will be payable monthly and will be a percentage of the Monthly Indemnity.~~

Residual Indemnity will be determined by the formula (a) divided by (b) multiplied by (c), where:

- (a) is Your Loss of Income for the month in which You are Residually Disabled; and
- (b) is Your Prior Income; and
- (c) is the Monthly Indemnity.

If Your Loss of Income is more than 75% of Prior Income in any month of Residual Disability while Residual Indemnity is payable, We will deem such loss to be 100%.

We will not increase the Residual Disability benefit because You are Disabled from more than one cause at the same time.

Recovery

Even if You have recovered from the ~~Sickness or~~ Injury or Sickness that caused Residual Disability, We will continue to consider You Residually Disabled so long as Your Loss of Income is still at least 15% of Your Prior Income and such Loss of Income is solely because of ~~Sickness or~~ Injury or Sickness.

Adjustment of Prior Income and Prior Business Expenses ~~Due to Inflation for Computing Your Loss of Income~~

On the Review Date while benefits are payable, We will adjust Your Prior Income and Prior Business Expenses for the next 12 months to reflect any changes in cost of living since the start of claim. We will compute the adjusted Prior Income and Prior Business Expenses by multiplying each by the actual percentage change in the CPI-U between the Current Index Month and the Original Index Month. The adjusted Prior Income and adjusted Prior Business Expenses will apply to the 12-month period that follows the Review Date and will be used to determine Your Loss of Income.

The adjustment to Prior Income and Prior Business Expenses may vary from year to year as the CPI-U rises or falls in relation to the Original Index Month. We will make no change that would reduce Prior Income or Prior Business Expenses below what they were at the start of claim.

We will adjust the Prior Income and Prior Business Expenses on each Review Date until the first of the following events occurs:

- the Benefit Period ends; or
- this rider terminates.

Proof of Loss

In addition to any Proof of Loss required by the Policy, You must provide Us with written Proof of Loss necessary to establish that Your Loss of Income is solely the result of Your Disability.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date of the Policy.

Incontestable

This rider will be incontestable as to the statements, except fraudulent statements, contained in the application for this rider after it has been in force for two years during Your lifetime from the Effective Date of this rider, excluding any period during which You are Disabled. No claim for a loss incurred or Disability that begins after two years from this date, excluding any period during which You are Disabled, will be reduced or denied because a sickness or physical condition existed prior to the Effective Date of this rider. This assumes that such sickness or physical condition was not excluded from Coverage by name or description under the Policy.

In the event of a reinstatement, this rider will be incontestable as to statements made by You, except fraudulent statements, contained in the application for reinstatement of the Policy after it has been in force for a period of two years following the date the Policy was reinstated, excluding any period during which You are Disabled.

TERMINATION**Termination of the Residual Disability Benefit**

Benefits for Residual Disability will no longer be payable on the date that the first of the following events occurs:

- You are no longer Residually Disabled; ~~or~~
- Your Loss of Income is no longer solely the result of Injury or Sickness; ~~or~~
- the first month in which Your Loss of Income is less than 15% of Your Prior Income; ~~or~~
- You become Totally Disabled;
- the Benefit Period ends; or
- ~~You become Totally Disabled; or~~
- this rider terminates.

Berkshire Life Insurance Company of America



Secretary

3% COMPOUND COST OF LIVING ADJUSTMENT RIDER

As of the Effective Date shown below, this rider is attached to the Policy. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

Policy Number:

Insured:

Effective Date of this rider:

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Cost of Living Adjustment Factor

The Cost of Living Adjustment Factor is 1.03.

Incremental Monthly Indemnity

Incremental Monthly Indemnity means the difference between the adjusted Monthly Indemnity in effect on the last Review Date before Your claim ends and the Monthly Indemnity as shown in the Schedule Page.

Review Date

Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

Adjustment of the Monthly Indemnity

On the Review Date while benefits are payable, We will adjust the Monthly Indemnity on a compound interest basis as follows: We will determine Your adjusted Monthly Indemnity for the next 12 months by multiplying the Monthly Indemnity in effect immediately prior to the Review Date by the Cost of Living Adjustment Factor.

~~ADJUSTMENT TO MONTHLY INDEMNITY UPON RECOVERY~~

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If You are no longer Disabled and We are no longer paying benefits under the Policy, We will increase the Monthly Indemnity of the Policy by the Incremental Monthly Indemnity, if any, determined on the last Review Date, if:

- You have not attained Age 60; and
- the Incremental Monthly Indemnity is at least \$200.

There will be no extra premium charge for the Incremental Monthly Indemnity until the Expiration Date.

Adjusted Monthly Indemnity After the Expiration Date

At the time You first renew the Policy after the Expiration Date, You may choose one of the following amounts of Monthly Indemnity for any claim for Total Disability that begins after that date:

- the Monthly Indemnity shown in the Schedule Page; or
- the increased indemnity, if any, last created by this rider.

We will base Your premium after the Expiration Date on the amount of Monthly Indemnity You select. You must meet all the conditions in the Policy for renewal after the Expiration Date.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date.

Incontestable

This rider will be incontestable as to the statements, except fraudulent statements, contained in the application for this rider after it has been in force for two years during Your lifetime from the Effective Date of this rider, excluding any period during which You are Disabled. No claim for a loss incurred or Disability that begins after two years from this date, excluding any period during which You are Disabled, will be reduced or denied because a sickness or physical condition existed prior to the Effective Date of this rider. This assumes that such sickness or physical condition was not excluded from Coverage by name or description under the Policy.

In the event of a reinstatement, this rider will be incontestable as to statements made by You, except fraudulent statements, contained in the application for reinstatement of the Policy after it has been in force for a period of two years following the date the Policy was reinstated, excluding any period during which You are Disabled.

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TERMINATION

Termination of Cost of Living Adjustment

We will adjust the Monthly Indemnity on each Review Date until the first of the following events occurs:

- benefits are no longer being paid under the Policy for Your Disability; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America



Secretary

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

CATASTROPHIC DISABILITY BENEFIT RIDER

As of the Effective Date shown below, this rider is attached to the Policy. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

Policy Number:

Insured:

Effective Date of this rider:

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Accumulation Period

The Accumulation Period for this rider is shown in the Schedule Page. It is a period of consecutive days that begins on the first day that You are Catastrophically Disabled and during which the Elimination Period must be satisfied.

Activities of Daily Living

Activities of Daily Living means Bathing, Dressing, Eating, Transferring, Toileting and Continence:

- **Bathing** means the ability to bathe, either in a tub or shower or by sponge bath, with or without adaptive devices, including the task of getting into or out of the tub or shower.
- **Dressing** means the ability to put on and take off all items of clothing, and any medically necessary braces, fasteners or other equipment or prosthetic devices You usually wear.
- **Eating** means the ability to get nourishment into Your body by any means, including intravenously or by a feeding tube.
- **Transferring** means the ability to move in and out of a chair or bed with or without equipment such as canes or quad canes, walkers, crutches, grab bars, or other support devices including mechanical or motorized devices.
- **Toileting** means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- **Continence** means the ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene including caring for a catheter or colostomy bag.

Catastrophic Disability Adjustment Factor

Catastrophic Disability Adjustment Factor is equal to 1.03.

Catastrophic Disability Indemnity

The Catastrophic Disability Indemnity is shown in the Schedule Page. It is the amount We will pay for each month of Catastrophic Disability.

Catastrophic Disability Review Date

Catastrophic Disability Review Date means the recurrence each year of the date on which You were first Catastrophically Disabled in the same claim.

Catastrophic Disability or Catastrophically Disabled

Catastrophic Disability or Catastrophically Disabled means that, due to Injury or Sickness, You are:

- unable to perform two or more of the Activities of Daily Living without Human Standby Assistance; or
- Cognitively Impaired; or
- Irrecoverably Disabled.

Cognitive Impairment or Cognitively Impaired

Cognitive Impairment or Cognitively Impaired means You have suffered a severe deterioration or loss in Your cognitive capacity which requires Substantial Supervision to protect You or others from threats to health and safety.

Substantial Supervision means the continual supervision by another person that may include physical assistance, cueing by verbal prompting, gestures, or other similar demonstrations.

The Cognitive Impairment must result from Injury, Sickness, Alzheimer's Disease, senility or irreversible dementia, and must be supported by reliable clinical evidence and standardized tests that reliably measure Your impairment in:

- short or long term memory;
- Your orientation as to person (such as who You are), place (such as Your location) and time (such as day, date and year); and
- deductive or abstract reasoning.

Disability or Disabled

Disability or Disabled is amended to also include Catastrophic Disability or Catastrophically Disabled.

Elimination Period

The Elimination Period for this rider is shown in the Schedule Page. The Elimination Period is the number of days that must elapse before benefits become payable. The Elimination Period starts on the first day that You are Catastrophically Disabled. You must be Catastrophically Disabled from the same cause or a different cause for this entire period. The days within this period need not be consecutive, but they must occur within the Accumulation Period. Benefits will not accrue or be payable during the Elimination Period.

Human Standby Assistance

Human Standby Assistance means the presence of another person within arm's reach of You that is necessary to prevent, by physical intervention, injury to You in the performance of an Activity of Daily Living or to provide cueing by verbal prompting to assist You in the performance of an Activity of Daily Living.

Irrecoverable Disability or Irrecoverably Disabled

Irrecoverable Disability or Irrecoverably Disabled means that, even if You are Gainfully Employed, Injury or Sickness results in your total, complete, and irrecoverable loss of:

- the sight in both eyes;
- hearing in both ears;
- speech; or
- the use of both hands, both feet, or one hand and one foot, in their entirety.

Maximum Monthly Catastrophic Disability Indemnity

Maximum Monthly Catastrophic Disability Indemnity is equal to two times the Catastrophic Disability Indemnity shown in the Schedule Page.

PROVISIONS RELATING TO CATASTROPHIC DISABILITY BENEFIT

Catastrophic Disability Benefit

When You are Catastrophically Disabled, We will pay the Catastrophic Disability Indemnity as follows:

- You must become Catastrophically Disabled while the Policy is in force.
- You must satisfy the Elimination Period for this rider.
- After You have satisfied the Elimination Period for this rider, the Catastrophic Disability Indemnity will be payable at the end of each month while You remain Catastrophically Disabled.
- Benefits for Catastrophic Disability will stop at the end of the Benefit Period or, if earlier, on the date You are no longer Catastrophically Disabled.

We will not increase the Catastrophic Disability Indemnity because You are Catastrophically Disabled from more than one cause at the same time.

Cost of Living Adjustment of the Catastrophic Disability Indemnity

At the end of each 12 months while You are Catastrophically Disabled, We will adjust Your Catastrophic Disability Indemnity as follows:

- On each Catastrophic Disability Review Date, We will determine Your adjusted Catastrophic Disability Indemnity for the next 12 months by multiplying the Catastrophic Disability Indemnity paid immediately prior to the Catastrophic Disability Review Date by the Catastrophic Disability Adjustment Factor;
- the adjusted Catastrophic Disability Indemnity may not exceed the Maximum Monthly Catastrophic Disability Indemnity; and
- benefits for a Catastrophic Disability are not subject to any other cost of living adjustments under the Policy.

Irrecoverable Disability Benefit

If You are Irrecoverably Disabled, We will pay benefits as follows:

- We will waive the unexpired portion of the Elimination Period for the Policy and this rider, and benefits start to accrue from the date of Your Irrecoverable Disability; and
- the Catastrophic Disability Indemnity will be paid for as long as your Irrecoverable Disability continues, but not longer than the Benefit Period.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date.

Incontestable

This rider will be incontestable as to the statements, except fraudulent statements, contained in the application for this rider after it has been in force for two years during Your lifetime from the Effective Date of this rider, excluding any period during which You are Disabled. No claim for a loss incurred or Disability that begins after two years from this date, excluding any period during which You are Disabled, will be reduced or denied because a sickness or physical condition existed prior to the Effective Date of this rider. This assumes that such sickness or physical condition was not excluded from Coverage by name or description under the Policy.

In the event of a reinstatement, this rider will be incontestable as to statements made by You, except fraudulent statements, contained in the application for reinstatement of the Policy after it has been in force for a period of two years following the date the Policy was reinstated, excluding any period during which You are Disabled.

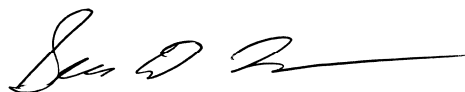
TERMINATION

Termination of the Catastrophic Disability Benefit

The Catastrophic Disability Indemnity will no longer be payable on the date that the first of the following events occurs:

- You are no longer Catastrophically Disabled; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America

A handwritten signature in black ink, appearing to be "S. D. R.", written in a cursive style.

Secretary

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

ADDITIONAL MONTHLY BENEFIT RIDER

As of the Effective Date shown below, this rider is attached to the Policy. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following definition:

DEFINITIONS

Pre-existing Condition

Pre-existing Condition means a physical or mental condition:

- that was misrepresented or not disclosed in Your application for this rider; and
- for which You received professional medical advice, diagnosis or treatment within two years before the Effective Date of this rider; or
- that caused symptoms within one year before the Effective Date of this rider for which a prudent person would usually seek professional medical advice, diagnosis or treatment.

The Policy is amended by adding or changing the following provisions:

PROVISION RELATING TO ADDITIONAL MONTHLY BENEFIT

This rider provides an additional Monthly Indemnity. The Issue Age, Monthly Indemnity, Elimination Period, Accumulation Period, Benefit Period, Expiration Date and the annual premium for this rider are shown in the Schedule Page and below.

Policy Number:

Insured:

Effective Date:

<u>Issue Age</u>	<u>Monthly Indemnity</u>	<u>Elimination Period</u>	<u>Accumulation Period</u>	<u>Benefit Period</u>	<u>Expiration Date</u>	<u>Annual Premium</u>
	\$	days	days			\$

The Maximum Benefit Period for Mental and/or Substance-Related Disorders is shown in the Schedule Page.

The premium for this rider will be based on the rates in effect on the Effective Date of this rider. The premium will be based on the following factors:

- the Monthly Indemnity of this rider; and
- Your Age on the Effective Date; and
- the Class of Risk and Occupation Class of the Policy to which this rider is attached; and
- any special class rating that applies to the Policy to which this rider is attached; and
- any rider that is attached to the Policy that adjusts or determines a benefit based upon Monthly Indemnity.

Incontestable

This rider will be incontestable as to the statements, except fraudulent statements, contained in the application for this rider after it has been in force for two years during Your lifetime from the Effective Date of this rider, excluding any period during which You are Disabled. No claim for a loss incurred or Disability that begins after two years from this date, excluding any period during which You are Disabled, will be reduced or denied because a sickness or physical condition existed prior to the Effective Date of this rider. This assumes that such sickness or physical condition was not excluded from Coverage by name or description under the Policy.

In the event of a reinstatement, this rider will be incontestable as to statements made by You, except fraudulent statements, contained in the application for reinstatement of the Policy after it has been in force for a period of two years following the date the Policy was reinstated, excluding any period during which You are Disabled.

Pre-existing Condition Limitation

We will not cover any loss that begins in the first two years after the Effective Date of this rider from a Pre-existing Condition.

TERMINATION**Termination of this Rider**

This rider will terminate when the first of the following events occurs:

- the Expiration Date of this rider; or
- the premium for this rider remains unpaid for more than 31 days; or
- the date of Your written request to terminate this rider; or
- the Policy terminates.

Berkshire Life Insurance Company of America



Secretary

ADDITIONAL MONTHLY BENEFIT RIDER

As of the Effective Date shown below, this rider is attached to the Policy. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

PROVISION RELATING TO ADDITIONAL MONTHLY BENEFIT

This rider provides an additional Monthly Indemnity. The Issue Age, Monthly Indemnity, Elimination Period, Accumulation Period, Benefit Period, Expiration Date and the annual premium for this rider are shown in the Schedule Page and below.

Policy Number:

Insured:

Effective Date:

<u>Issue Age</u>	<u>Monthly Indemnity</u>	<u>Elimination Period</u>	<u>Accumulation Period</u>	<u>Benefit Period</u>	<u>Expiration Date</u>	<u>Annual Premium</u>
	\$	days	days			\$

The Maximum Benefit Period for Mental and/or Substance-Related Disorders is shown in the Schedule Page.

The premium for this rider will be based on the rates in effect on the Effective Date of this rider. The premium will be based on the following factors:

- the Monthly Indemnity of this rider; and
- Your Age on the Effective Date; and
- the Class of Risk and Occupation Class of the Policy to which this rider is attached; and
- any special class rating that applies to the Policy to which this rider is attached; and
- any rider that is attached to the Policy that adjusts or determines a benefit based upon Monthly Indemnity.

Incontestable

This rider will be incontestable as to the statements, except fraudulent statements, contained in the application for this rider after it has been in force for two years during Your lifetime from the Effective Date of this rider, excluding any period during which You are Disabled.

In the event of a reinstatement, this rider will be incontestable as to statements made by You, except fraudulent statements, contained in the application for reinstatement of the Policy after it has been in force for a period of two years following the date the Policy was reinstated, excluding any period during which You are Disabled.

TERMINATION

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Termination of this Rider

This rider will terminate when the first of the following events occurs:

- the Expiration Date of this rider; or
- the premium for this rider remains unpaid for more than 31 days; or
- the date of Your written request to terminate this rider; or
- the Policy terminates.

Berkshire Life Insurance Company of America



Secretary

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

6% MAXIMUM COST OF LIVING ADJUSTMENT RIDER

As of the Effective Date shown below, this rider is attached to the Policy. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

Policy Number:

Insured:

Effective Date of this rider:

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Cost of Living Adjustment Factor

Cost of Living Adjustment Factor is determined by dividing the CPI-U for the Current Index Month by the CPI-U for the Original Index Month. The Cost of Living Adjustment Factor will never be less than 1.00.

CPI-U

CPI-U means the Consumer Price Index for All Urban Consumers, or any later replacement for it, as published by the Bureau of Labor Statistics of the United States Department of Labor.

Current Index Month

Current Index Month means the anniversary of the Original Index Month immediately preceding the Review Date.

Incremental Monthly Indemnity

Incremental Monthly Indemnity means the difference between the adjusted Monthly Indemnity in effect on the last Review Date before Your claim ends and the Monthly Indemnity as shown in the Schedule Page.

Maximum Increase Percent

Maximum Increase Percent is the compounded percentage rate that is used to determine the maximum amount of adjusted Monthly Indemnity for which You are eligible. The Maximum Increase Percent is 6.00%.

Minimum Increase Percent

Minimum Increase Percent is the compounded percentage rate that is used to determine the minimum amount of adjusted Monthly Indemnity for which You are eligible. The Minimum Increase Percent is 3.00%.

Original Index Month

Original Index Month means the calendar month 90 days before the date on which You were first Disabled in the same claim.

Review Date

Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

Cost of Living Adjustment

On the Review Date while benefits are payable, We will adjust the Monthly Indemnity for the next 12 months to reflect any changes in cost of living since the start of claim. We will compute the adjusted Monthly Indemnity by multiplying the Monthly Indemnity by the Cost of Living Adjustment Factor. The adjusted Monthly Indemnity will apply to the 12-month period that follows the Review Date while You remain Disabled in the same claim.

Any adjustment to the Monthly Indemnity may vary from year to year as the CPI-U rises or falls in relation to the Original Index Month. The adjustment to the Monthly Indemnity will never be:

- more than the amount We would pay if the CPI-U had risen each year exactly by the Maximum Increase Percent; or
- less than the amount We would pay if the CPI-U had risen each year exactly by the Minimum Increase Percent.

~~ADJUSTMENT TO MONTHLY INDEMNITY UPON RECOVERY~~

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If You are no longer Disabled and We are no longer paying benefits under the Policy, We will increase the Monthly Indemnity of the Policy by the Incremental Monthly Indemnity, if any, determined on the last Review Date, if:

- You have not attained Age 60; and
- the Incremental Monthly Indemnity is at least \$200.

There will be no extra premium charge for the Incremental Monthly Indemnity until the Expiration Date.

Adjusted Monthly Indemnity After the Expiration Date

At the time You first renew the Policy after the Expiration Date, You may choose one of the following amounts of Monthly Indemnity for any claim for Total Disability that begins after that date:

- the Monthly Indemnity shown in the Schedule Page; or
- the increased indemnity, if any, last created by this rider.

We will base Your premium after the Expiration Date on the amount of Monthly Indemnity You select. You must meet all the conditions in the Policy for renewal after the Expiration Date.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date.

Incontestable

This rider will be incontestable as to the statements, except fraudulent statements, contained in the application for this rider after it has been in force for two years during Your lifetime from the Effective Date of this rider, excluding any period during which You are Disabled. No claim for a loss incurred or Disability that begins after two years from this date, excluding any period during which You are Disabled, will be reduced or denied because a sickness or physical condition existed prior to the Effective Date of this rider. This assumes that such sickness or physical condition was not excluded from Coverage by name or description under the Policy.

In the event of a reinstatement, this rider will be incontestable as to statements made by You, except fraudulent statements, contained in the application for reinstatement of the Policy after it has been in force for a period of two years following the date the Policy was reinstated, excluding any period during which You are Disabled.

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TERMINATION

Termination of Cost of Living Adjustment

We will adjust the Monthly Indemnity on each Review Date until the first of the following events occurs:

- benefits are no longer being paid under the Policy for Your Disability; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America



Secretary

FOUR-YEAR DELAYED COST OF LIVING ADJUSTMENT RIDER

As of the Effective Date shown below, this rider is attached to the Policy. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

Policy Number:

Insured:

Effective Date of this rider:

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Cost of Living Adjustment Factor

The Cost of Living Adjustment Factor is 1.03.

Incremental Monthly Indemnity

Incremental Monthly Indemnity means the difference between the adjusted Monthly Indemnity in effect on the last Review Date before Your claim ends and the Monthly Indemnity as shown in the Schedule Page.

Review Date

The first Review Date will be on the fourth anniversary of the date You were first Disabled in the same claim, Thereafter, the Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

Adjustment of the Monthly Indemnity

On the Review Date while benefits are payable, We will adjust the Monthly Indemnity on a compound interest basis as follows: We will determine Your adjusted Monthly Indemnity for the next 12 months by multiplying the Monthly Indemnity in effect immediately prior to the Review Date by the Cost of Living Adjustment Factor.

~~ADJUSTMENT TO MONTHLY INDEMNITY UPON RECOVERY~~

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If You are no longer Disabled and We are no longer paying benefits under the Policy, We will increase the Monthly Indemnity of the Policy by the Incremental Monthly Indemnity, if any, determined on the last Review Date, if:

- You have not attained Age 60; and
- the Incremental Monthly Indemnity is at least \$200.

There will be no extra premium charge for the Incremental Monthly Indemnity until the Expiration Date.

Adjusted Monthly Indemnity After the Expiration Date

At the time You first renew the Policy after the Expiration Date, You may choose one of the following amounts of Monthly Indemnity for any claim for Total Disability that begins after that date:

- the Monthly Indemnity shown in the Schedule Page; or
- the increased indemnity, if any, last created by this rider.

We will base Your premium after the Expiration Date on the amount of Monthly Indemnity You select. You must

meet all the conditions in the Policy for renewal after the Expiration Date.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date.

Incontestable

This rider will be incontestable as to the statements, except fraudulent statements, contained in the application for this rider after it has been in force for two years during Your lifetime from the Effective Date of this rider, excluding any period during which You are Disabled. No claim for a loss incurred or Disability that begins after two years from this date, excluding any period during which You are Disabled, will be reduced or denied because a sickness or physical condition existed prior to the Effective Date of this rider. This assumes that such sickness or physical condition was not excluded from Coverage by name or description under the Policy.


In the event of a reinstatement, this rider will be incontestable as to statements made by You, except fraudulent statements, contained in the application for reinstatement of the Policy after it has been in force for a period of two years following the date the Policy was reinstated, excluding any period during which You are Disabled.

TERMINATION**Termination of Cost of Living Adjustment**

We will adjust the Monthly Indemnity on each Review Date until the first of the following events occurs:

- benefits are no longer being paid under the Policy for Your Disability; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America



Secretary